

**SEABROOK CITY COUNCIL
NOTICE OF REGULAR CITY COUNCIL MEETING
TUESDAY, JUNE 7, 2016 - 7:00 PM**

NOTICE IS HEREBY GIVEN THAT THE SEABROOK CITY COUNCIL WILL MEET ON **TUESDAY JUNE 7, 2016 AT 7:00 PM** IN THE CITY HALL CITY COUNCIL CHAMBERS, 1700 FIRST STREET, SEABROOK, TEXAS, **TO DISCUSS, CONSIDER, AND IF APPROPRIATE, TAKE ACTION** WITH RESPECT TO THE ITEMS LISTED BELOW.

THIS FACILITY IS WHEELCHAIR ACCESSIBLE AND ACCESSIBLE PARKING SPACES ARE AVAILABLE. REQUESTS FOR OTHER ACCOMMODATIONS OR INTERPRETIVE SERVICES, MUST BE MADE, 48 HOURS PRIOR TO THIS MEETING. PLEASE CONTACT THE CITY SECRETARY'S OFFICE AT [\(281\) 291-5600](tel:281-291-5600) OR FAX [\(281\) 291-5710](tel:281-291-5710) FOR FURTHER INFORMATION.

PLEDGE OF ALLEGIANCE

1. PUBLIC COMMENTS AND ANNOUNCEMENTS

At this time we would like to listen to any member of the audience on any subject matter, whether or not that item is on the agenda. All comments are limited to a maximum of four minutes for each speaker. In accordance with the Open Meetings Act, members may not discuss or take action on any item that has not been posted on the agenda. When your name is called, please come to the podium and state your name and address clearly into the microphone before making your comments. Thank you.

- 1.1. Mayor, City Council and/or members of the city staff may make announcements about city/community events. (Council)

2. BID AWARDS

2.1. Bid Award and Contract with Poolsure

Consider, discuss, and authorize approval of or take action on Bid Award for Project 2016-08, Sodium Hypochlorite, Sodium Bisulfite, and Sulfuric Acid and on Execution of a contract with Commercial Chemical Products, Inc. dba Poolsure/Purify, at \$0.94 per gallon of Sodium Hypochlorite; \$1.64 per gallon of Sodium Bisulfite; and \$2.99 per gallon of Sulfuric Acid. (Padgett)

Documents: [AGENDA BRIEFING - BIDAWARD_PROJECT2016-08.PDF](#), [2016_08 BID TAB SIGN IN.PDF](#), [HYPOCHLORITE CONTRACT 2016-08.PDF](#), [POOLSURE 2016_08 FORM 1295_1 \(2\).PDF](#)

3. CONSENT AGENDA

Council will discuss, consider and if appropriate, take action on the items listed below.

3.1. Excused Absence

Approve an excused absence for Mike Giangrosso for the May 17, 2016 regular City Council meeting. (Hicks)

3.2. Minutes

Approve minutes of the May 17, 2016 regular City Council meeting. (Hicks)

Documents: [051716 REGULAR MEETING MINUTES.PDF](#)

4. NEW BUSINESS

Council will discuss, consider and if appropriate, take action on the items listed below.

4.1. Ordinance 2016-14_No Parking Zones

Consider, discuss, and authorize approval of or take action on first reading of proposed Ordinance 2016-14. (Cook)

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "TRAFFIC AND VEHICLES," ARTICLE III, "STOPPING, STANDING, AND PARKING," DIVISION 1, "GENERALLY," TO UPDATE AND FURTHER CLARIFY SECTION 90-61 CURRENTLY ENTITLED, "PARKING PROHIBITED SIGNS;" BY ADDING NEW PROVISIONS AND REVISING TITLE TO "NO PARKING - DESIGNATION GENERALLY;" BY ADDING A NEW SECTION 90-80, "SCHEDULE I - NO PARKING ZONES"; PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS (\$200.00) FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

Documents: [ORD NO 2016-14 PARKING CLEAN UP 053106 CM CA 060316 CLEAN \(NEW TABLE 90-8\)F.PDF](#)

4.2. Ordinance 2016-15_Charter references

Consider, discuss, and authorize approval of or take action on first reading of proposed Ordinance 2016-15. (Hicks)

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED "ADMINISTRATION," ARTICLE II, "CITY COUNCIL," DIVISION 2, "RULES OF PROCEDURE," SECTION 2-47(6), "AGENDA; ESTABLISHING," SECTION 2-48(3) AND SECTION 2-48(6)9D), "ORDER OF BUSINESS," SECTION 2-54, "CONFORMANCE WITH THE CITY CHARTER" AND ARTICLE IV, "ORDINANCES," SECTION 2-96, "INTRODUCTION OF ORDINANCES" AND SECTION 2-99, "VOTE ON FINAL PASSAGE" BY UPDATING THE REFERENCES TO SPECIFIC SECTIONS TO CORRESPOND WITH RECENT AMENDMENTS OF THE CITY'S CHARTER; REPEALING ALL

ORDINANCE OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

Documents: [ORDINANCE 2016-15 CHARTER REFERENCE UPDATE CS SLW BL \(CLEAN\) 060216.PDF](#)

4.3. EDC Resolution 2016-01 on Incentive Policy

Consider, discuss, and authorize approval of or take action on EDC Resolution 2016-01, "Seabrook Economic Development Corporation Incentive Policy". (Chavez)

Documents: [EDC RES 2016-01 - INCENTIVES POLICY.PDF](#)

4.4. Civil Service Commission Appointment

Ratify the City Manager's re-appointment of Natalie Picha to the Civil Service Commission for a term ending June 2019. (Cook)

5. ROUTINE BUSINESS

Council will discuss, consider and if appropriate, take action on the items listed below.

5.1. Reports

Reports and announcements concerning items of community interest. No discussion or action will be taken by Council.

Council Liaisons:

- a. Bay Area Houston Convention & Visitors Bureau
- b. Bay Area Houston Economic Partnership
- c. Bay Area Transportation Partnership
- d. Clear Lake Emergency Medical Corps
- e. Economic Alliance, Port Region
- f. Galveston Bay Foundation
- g. Hotel Tax Liaison Committee
- h. Houston-Galveston Area Council

5.2. Approve the Action Items Checklist which is attached and made a part of this Agenda

Documents: [041116 ACTION ITEMS CHECKLIST.PDF](#)

5.3. Establish future meeting dates and agenda items.

Documents: [JUNE CALENDAR.PDF](#), [JULY CALENDAR.PDF](#)

THE CITY COUNCIL RESERVES THE RIGHT TO HEAR ANY OF THE ABOVE DESCRIBED AGENDA ITEMS THAT QUALIFY FOR AN EXECUTIVE SESSION IN AN EXECUTIVE SESSION BY PUBLICLY ANNOUNCING THE APPLICABLE SECTION NUMBER OF THE OPEN MEETINGS ACT, (CHAPTER 551 OF THE TEXAS GOVERNMENT CODE) THAT JUSTIFIES EXECUTIVE SESSION TREATMENT.

I certify that this notice was posted on the bulletin board on or before Friday, June 3, 2016 no later than 5:00 p.m. and that this notice will remain posted until the meeting has ended.

Robin Hicks, TRMC
City Secretary



*CITY
OF
SEABROOK*

AGENDA
BRIEFING

Date of Meeting: June 7, 2016

Submitter/Requestor: Kevin Padgett

Date Submitted: 05-26-16

Presenter: Kevin Padgett

Description/Subject: Bid Award for Sodium Hypochlorite, Sodium Bisulfite and Sulfuric Acid Project 2016-08

Name of Applicant (if applicable) : N/A

Legal Description (if applicable): Contract

Purpose/Need: Policy Issue

Background/Issue (What prompted this need?): Chemicals used in the WWTP/Swimming Pool/Splashpads chlorination process

Impacted Parties (Expected/Notified): WWTP, Swimming Pool and Splashpads

Miscellaneous Comments: Disinfection by the use of sodium hypochlorite in municipal wastewater is necessary to prevent the spread of diseases and protect potable water supplies, bathing beaches, receiving waters used for boating and water contact sports. Chlorination plays a key role in the wastewater treatment process by removing pathogens and other physical and chemical impurities. It is required to keep in compliance with TCEQ and EPA rules & regulations. A hypochlorite and sulfuric acid mixture is used to disinfect the splash pad and pool properties.

Recommended Action: Award contract to low bidder Poolsure

Attachments:

Fiscal Impact: Finance Officer Review Yes No
Budgeted Yes No
Budget Amendment Required Yes No

Budget Dept/Line Item Number: 912-5280 / 400-4090
Future/Ongoing Impact:

Funding Comments:

Where on the agenda should this item be placed? Bid Awards

Suggested Motion: Award bid to low bidder Commercial Chemical Products, Inc. dba Poolsure/Purify, in the amount of \$0.94/Sodium Hypochlorite, \$1.64/Sodium Bisulfite, \$2.99/Sulfuric Acid per gallon.

(All items are to be reviewed and approved by the city manager, except items submitted by the mayor or any council member or routine consent agenda items such as minutes and second & third readings of ordinances.)

Sent to City Attorney for review on

Approved by City Attorney on
(City Attorney should review all ordinances, resolutions, contracts and executive session items.)

All requests must be submitted to the City Secretary's Office no later than 12:00 p.m. on the Monday, one week prior to the regular Tuesday Council Meeting. All required attachments are to be submitted with the request. Incomplete items cannot be placed on the agenda.

INVITATION TO BID

Copys



1700 First Street

BID TITLE: Sodium Hypochlorite, Sodium Bisulfite and Sulfuric Acid

PROJECT NUMBER: 2016-08

**BID OPENING DATE: May 11, 2016 @ 10:00 A.M.
LATE BIDS WILL NOT BE CONSIDERED.**

Bidder Must Fill In & Sign

Name of Firm, Company
Commercial Chemical Products, Inc. dba Poolsure/Purify

Agent's Name
Alan Falik

Agent's Title
President

Mailing Address
1707 Townhurst Drive

City Houston **State** TX **Zip** 77043

Telephone
800.858.7665

Fax No.
832.436.4709

Email address:
bids@poolsure.com

AUTHORIZED SIGNATURE

ATTEST/SEAL(if a corporation):

WITNESS (if not a corporation):

BIDDER AGREES TO COMPLY WITH ALL CONDITIONS BELOW, ATTACHED SPECIFICATIONS, AND NOTES. BIDDER HAS READ AND AGREES TO COMPLY WITH ALL TERMS AND CONDITIONS OF INVITATION TO BID. PURCHASES MADE FOR CITY USE ARE EXEMPT FROM THE STATE SALES TAX AND FEDERAL EXCISE TAX. **DO NOT** INCLUDE TAXES IN YOUR BID. BIDDER GUARANTEES PRODUCT OFFERED SHALL MEET OR EXCEED MINIMUM SPECIFICATION IDENTIFIED IN THIS INVITATION TO BID.

ITEM AND DESCRIPTION	Total Bid Price Per Gallon	Delivery Time
Sodium Hypochlorite	\$ 0.94	Routed deliveries 1 business day. Will-Call deliveries 3 business days.
Sodium Bisulfite	\$ 1.64	
Sulfuric Acid	\$ 2.99	

No additional charges of any kind will be allowed during the term of the contract if not noted in bid proposal. Any variations from the detailed specifications must be noted. The City of Seabrook reserves the rights to increase or decrease the estimated quantities. The City reserves the right to award this contract to the lowest or best bidder of each item or the entire bid to one lowest or best bidder, whichever is in the best interest of the City

Special Note: Altered bids will not be accepted.

Acceptance of Bid Proposal:

It is understood by the authorized signature above that the right is reserved by the City to reject any and all bid proposal for this service.



**City of Seabrook
Notice to Bidders
Sealed Bid Project #2016-08
Sodium Hypochlorite, Sodium Bisulfite
And Sulfuric Acid**

Sealed BIDS for Sodium Hypochlorite, Sodium Bisulfite and Sulfuric Acid, Seabrook Project No. 2016-08, will be received until 2:00 p.m. on **Wednesday, May 11, 2016**, in the office of the City Secretary, 1700 First Street, Suite 206, Seabrook, Texas 77586. Bids must be received and time stamped by the City Secretary prior to the aforementioned time, when they will be publicly opened and read aloud in Suite 204. Bidding Documents may be obtained at Seabrook City Hall or by contacting Mike Gibbs at (281) 291-5732 or email mgibbs@seabrooktx.gov.

Cashier's Check, Certified Check, or acceptable Bid Bond, payable to City of Seabrook in an amount not less than 5% of the maximum Bid price submitted, must accompany each Bid as a guarantee that, if awarded the Contract, the Bidder will within 15 calendar days of award of Contract enter into a Contract and execute Bonds on the forms provided in the Contract Documents.

The successful Bidder must furnish PERFORMANCE and PAYMENT BONDS on the forms furnished with the PROPOSAL, in the amount of 100% of the total Contract price.

No pre-bid conference will be held.

Until final award of the Contract, the OWNER reserves the right to reject any or all Bids, to waive irregularities or technicalities, to re-advertise, or proceed to do the Work otherwise when in the best interests of the OWNER.

PUBLISHED: 04/21/16
04/28/16

TERMS AND CONDITIONS

1. The City of Seabrook will accept **sealed bids** Monday through Thursday, 7:30 a.m. – 5:00 p.m. and Friday 8:00 a.m. – 5:00 p.m. Bids must be received by the PURCHASING DEPARTMENT or CITY SECRETARY and time stamped by the specified hour and date of the opening. At that time the bids will be publicly opened and read aloud.
2. All sealed bids should be submitted on the original forms provided including one marked original and one marked duplicate. Each bid must be sealed and should be placed in a properly identified envelope with bid project number, time and date of bid opening.
3. Late bids will be UNOPENED. Late bids will not be considered under any circumstances.
4. Bids CANNOT be altered or amended after opening time. Any alterations made before opening time must be initiated by bidder or his authorized agent. No bid may be withdrawn after opening without approval, and based on a written acceptable reason.
5. The City of Seabrook reserves the right to revise or amend the specifications prior to date set for opening bids. Such revisions or amendments, if any, will be announced by amendments or addendum to these specifications. Copies of such amendments or addendum so issued will be furnished to all prospective bidders. If bidder demonstrates just reason for a change, the City of Seabrook must have at least three working days (72 hours) notice prior to bid opening date.
6. **Should bidder find discrepancies in or omissions from the specifications or other documents or be in doubt as to their meaning, bidder should at once notify the Purchasing Department and obtain clarification prior to submitting a bid.**
7. **QUOTE F.O.B. destination.** Price should include all costs including shipping, handling, and other related costs. Bid unit price on quantity specified – extend and show total. In case of errors in extension, **UNIT prices shall govern.** Bids subject to unlimited price increases will not be considered.
8. Bid offered shall be valid for sixty (60) days from opening date.
9. The City of Seabrook is exempt from taxes. **DO NOT INCLUDE TAX IN BID.**
10. The City of Seabrook reserves the right to terminate this contract for any reason by notifying the Contractor/Supplier in writing thirty (30) days prior to the termination of this agreement.
11. Bidder **MUST** give full firm name and address. Person signing bid should show **TITLE** or **AUTHORITY TO BIND HIS FIRM IN A CONTRACT.** Authorized signature should appear on each page of the bid, in the space provided.
12. Any catalog, brand name or manufacturer's reference used in bid invitation is descriptive – NOT restrictive – it is to indicate type and quality desired. Bids on brands of like nature and quality will be considered. If bidding on other than reference specifications, bidder must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete description should be made part of the bid. If bidder takes no exceptions to specifications or reference data, he will be required to furnish brand names, numbers, etc., as specified. All items bid shall be new, in first class condition and manufacturer's latest model and design including containers suitable for shipment and storage, unless otherwise indicated in bid invitation. Verbal agreements to the contrary will not be recognized.
13. NO substitutions or cancellations permitted without written approval of the City of Seabrook.
14. All bidders **must meet or exceed the minimum specifications** to be considered as a valid bid. The City of Seabrook reserves the right to accept or reject all or any part of any bid, waive minor technicalities and award the bid either to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City of Seabrook.
15. **DELIVERY:** Specifications indicate number of days required to place material in receiving department designated location under normal conditions. A difference in delivery promise may break a tie bid. Unrealistically short or long delivery promises may cause bid to be disregarded.
16. Consistent and continued tie bidding could cause rejection of bids by the City of Seabrook and/or investigation for Anti-Trust violations.
17. If a bid contains proprietary information, the Bidder must declare such information as proprietary if Bidder does not want information to become public.
18. The Contractor/Supplier agrees to protect the City of Seabrook from claims involving infringement of patents or copyrights.
19. Original invoices shall be sent to the City of Seabrook, 1700 First Street, Seabrook, TX 77586; Attn: Accounts Payable.
20. The City of Seabrook shall pay for the product/service within thirty (30) days of receipt and acceptance. Acceptance by the City of Seabrook shall constitute all items bid being received and in good working order to the City of Seabrook's satisfaction.
21. **Effective January 1, 2016 all business entities must file Form 1295 with the Texas Ethics Commission www.ethics.state.tx.us and follow all requirements pertaining to House Bill 1295.**

**Sodium Hypochlorite, Sodium Bisulfite and Sulfuric Acid
Project 2016-08**

SPECIFICATIONS (MINIMUM):

INTENT: The City of Seabrook seeks competitive bids from Vendors on Sodium Hypochlorite, Sodium Bisulfite and Sulfuric Acid. The purpose of these specifications is to describe the minimum requirements of the City of Seabrook for this project.

REQUIREMENTS: Any variance in any item must be specified clearly under the Exceptions to Bidder's Proposal by Bidder in order to have a valid bid. Any exceptions taken may be just cause for disqualification. **House Bill 1295 was implemented as of January 1, 2016 requiring all business entities to file a Form 1295 with the Texas Ethics Commission www.ethics.state.tx.us prior to signing a contract with the City.**

GENERAL CONDITIONS: Sections must be filled out completely. The bid shall be awarded in whole to the vendor who provides goods or services at the best value for the City.

BIDDERS BOND: If the amount of the bid exceeds \$50,000, such bid shall be accompanied by a bid security in the form of either a cashier's check, certified check or a letter of credit from an FDIC insured bank in the amount of five percent (5%) of the greatest amount bid and made payable without recourse to City of Seabrook (hereinafter referred to as "City"), or a bid bond on the form provided herein as the Official Bidder's Bond for the same amount from an approved Surety company licensed to operate in the State of Texas to act as Surety, or a bonding company furnishing a certificate from the Texas State Board of Insurance Commissioners. Bonds submitted by a partnership must be signed by one of the general partners and the same witnessed to. Bonds submitted by a corporation must be signed by an officer of the corporation having the authority either granted by the corporate charter, the bylaws of the corporation, Evidence of authority of the signing officer must be submitted in all cases. Bonds submitted by a sole proprietorship must be signed by the proprietor, witnessed and clearly set out the name under which the proprietor is conducting business. Said bid security shall serve as a guarantee that bidder will enter into a Contract with City and execute any additional required bonds within ten (10) business days after Notice of Award of Contract to him. If no additional bonds are required, said bid security shall also serve as a guarantee that the successful bidder will deliver all materials/equipment and/or services in accordance with the delivery time and specifications. The Notice of Award of Contract shall be given by the City within sixty (60) calendar days following the opening of the bids. Bid security must be enclosed in the same envelope with the bid. *Bids without proper bid security may not be considered.* All bid securities will be returned to the respective bidders within ten (10) business days following the opening of bids, except those of the three (3) best qualified bidders, as determined by the City, until the successful bidder has executed the Contract and any additionally required bonds. Thereafter, all remaining bid securities, except the bid security of successful bidder, if no additional bonds are required, will be returned within ten (10) business days. The bid security of the successful bidder will be returned either upon execution of the Contract and any

additional required bonds, or if none required, upon delivery of all materials/equipment and/or services in accordance with the specifications. Failure to perform in strict accordance with such specifications will result in forfeiture of the bid security, and the proceeds of said security shall become the absolute property of the City.

ACCEPTANCE AND NONCONFORMING STANDARDS: All deliveries shall be accepted subject to inspection, count and/or testing. A wavier on one occasion does not constitute a waiver on future occasions.

INSURANCE REQUIREMENTS: BIDDER SHALL INCLUDE CERTIFICATE OF INSURANCE WITH THE INVITATION TO BID, OR PRIOR TO AWARD OF BID. BIDDER OR BIDDER'S INSURANCE AGENT SHALL INCLUDE BID NUMBER AND DESCRIPTION OF BID ON THE CERTIFICATE OF INSURANCE. THE COMPANIES AFFORDING COVERAGE AND THE PRODUCER OF THE CERTIFICATE OF INSURANCE SHALL BE LICENSED WITH THE STATE BOARD OF INSURANCE TO DO BUSINESS IN THE STATE OF TEXAS.

INDEMNITY AGREEMENT:

THE CONTRACTOR HEREBY AGREES TO AND SHALL INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS, LOSSES, DAMAGES, DEMANDS, CAUSES OF ACTION, SUITS AND LIABILITY OF EVERY KIND, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS AND ATTORNEYS' FEES, FOR INJURY TO OR DEATH OF ANY PERSON, FOR LOSS OF USE OR REVENUE, OR FOR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN CONNECTION WITH THE ACTUAL OR ALLEGED MALFUNCTION, DESIGN OR WORKMANSHIP IN THE MANUFACTURE OF EQUIPMENT, THE FULFILLMENT OF CONTRACT, OR THE BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES UNDER THIS CONTRACT. SUCH INDEMNITY SHALL APPLY WHERE THE CLAIMS, LOSSES, DAMAGES, CAUSES OF ACTION, SUITS OR LIABILITY ARISE IN PART FROM (I) THE JOINT NEGLIGENCE OF THE CITY AND THE CONTRACTOR, AND/OR THEIR RESPECTIVE OFFICERS, AGENTS AND/OR EMPLOYEES OR (II) THE SOLE NEGLIGENCE OF THE CONTRACTOR, ITS OFFICERS, AGENTS AND EMPLOYEES. IT IS THE EXPRESSED INTENTION OF THE PARTIES HERETO, BOTH CONTRACTOR AND THE CITY, THAT THE INDEMNITY PROVIDED FOR IN THIS PARAGRAPH IS INDEMNITY BY CONTRACTOR TO INDEMNIFY AND PROTECT THE CITY FROM THE CONSEQUENCE OF (I) THE CITY'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS A CONCURRING CAUSE WITH THAT OF THE CONTRACTOR OF THE INJURY, DEATH OR DAMAGE AND/OR (II) THE CONTRACTOR'S OWN NEGLIGENCE WHERE THAT NEGLIGENCE IS THE SOLE CAUSE OF THE INJURY, DEATH, OR DAMAGE. FURTHERMORE, THE INDEMNITY PROVIDED FOR IN THIS

PARAGRAPH SHALL HAVE NO APPLICATION TO ANY CLAIM, LOSS, DAMAGE, CAUSE OF ACTION, SUIT AND LIABILITY WHERE IN INJURY, DEATH OR DAMAGE RESULTS FROM THE SOLE NEGLIGENCE OF THE CITY UNMIXED WITH THE FAULT OF ANY OTHER PERSON OR ENTITY. IN THE EVENT ANY ACTION OR PROCEEDING IS BROUGHT AGAINST THE CITY BY REASON OF ANY OF THE ABOVE, THE CONTRACTOR AGREES AND COVENANTS TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE INDEMNITY PROVIDED FOR HEREIN SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

COMPLIANCE WITH LAWS: Bidder shall comply with all Federal and State laws and City Ordinances and Codes applicable to the Bidder's operation under this contract.

These Specifications and the contract resulting here from shall be fully governed by the laws of the State of Texas, and shall be fully performable in Harris County , Texas, where venue for any proceeding arising hereunder will lie.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality shall be used. All interpretations of specifications shall be made on the basis of this statement.

ASSIGNMENT: The Contractor shall not assign or transfer, whether by an assignment or novation, any of its rights, duties, benefits, obligations, liabilities, or responsibilities under this Contract without the prior written consent of the City Manager who is hereby authorized to give such consent by the City Council of the City; provided, however, that assignments to banks or other financial institutions may be made without consent of the City. Furthermore, in the event of a merger, consolidation or transfer of all or substantially all of the assets of Contractor, the surviving or resulting corporation or transferee of Contractor's assets shall be bound by and shall have the benefit of the provisions of this Contract only upon the prior written consent of the City Manager. No assignment or novation of this Contract shall be valid unless the assignment or novation expressly provides that the assignment of any of the Contractor's rights or benefits under the Contract is subject to a prior lien for labor performed, services rendered, and materials, tools, and equipment supplied for the performance of the work under this Contract in favor of all persons, firms, or corporations rendering such labor or services or supplying such materials, tools, or equipment.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

AWARD OF CONTRACT: Unless all bids are rejected, the City will award the Contract as promptly as possible consistent with the time required for a thorough analysis of the bids submitted to the lowest responsible bidder or to the bidder who provides goods or services at the best value for the City. Additionally, the City may give preference to a local bidder when purchasing real property, personal property attached to real property, or services other than professional services, if the local bidder bids an amount that is within three (3%) of the lowest bid received by the City from a bidder which is not a local resident of the City. However, the City reserves the right to delay award for sixty (60) calendar days after receipt of bids. If no award is made within sixty (60) calendar days after receipt of bids, a Bidder may withdraw his bid without prejudice to himself by submitting a written request for its withdrawal to the person who holds the bid. Award will be made on the basis of all factors that are available to be judged by the City and deemed by the City to be of the greatest advantage to it, considering the type of work involved, the length or duration thereof; the quality, availability and adaptability of any personal property or services to the particular use required; the elements of the bid, including the number and scope of conditions attached to the bid; the ability, capacity, and skill of the bidder to perform the Contract or service required; whether the bidder can perform the Contract or provide the service promptly, or within the time required, without delay or interference; the character, responsibility, integrity, reputation, and experience of the bidder; history and performance of Bidders in previous jobs; the sufficiency of the financial resources and ability of the bidder to perform the Contract or provide service, the ability of the bidder to provide future maintenance, repair, parts, and service for the use of the subject of the Contract; and other factors as shall be determined by the City. The City may refuse to Contract with, or accept the low bid of persons or businesses that are indebted to the City. The City reserves the right to reject any or all bids, to waive bid irregularities, and to award each proposal to more than one Contractor, as the interest of the City may require.

EXECUTION OF CONTRACT DOCUMENTS: The failure of the successful bidder to properly execute the Contract and supply the required bonds, if any, within ten (10) calendar days after the prescribed forms are presented for signature, or within such extended period as the City may grant in writing, shall constitute a default and the City may, at its option, either award the Contract to the next best qualified bidder, or re-advertise for bids. In either case, the City may charge against the bidder the difference between the amount of the bid and the amount for which a Contract is subsequently executed irrespective of whether this difference exceeds the amount of the bid bond. If a more favorable bid is received through re-advertisement, the defaulting bidder shall have no claim against the City for a refund.

FUNDS: The City has available sufficient funds to pay the Contractor in cash, in accordance with the provisions of the Contract.

CONTRACT TERMINATION: The City of Seabrook reserves the right to terminate this contract for any reason by notifying the contractor in writing thirty (30) days prior to the termination date.

RIGHT OF ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party

give a written assurance of this intent to perform. In the event that demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of this contract.

REFERENCES: Bidder shall provide a list if a minimum of three (3) customers to whom Bidder has supplied the specified material, product, equipment or service bid for the last three (3) years. Attachment I –References is attached for Bidder’s convenience and shall be returned with the Invitation to Bid.

PRICING: The price shall include all costs including shipping, handling, pickup, delivery, and any other related costs. All quotes shall be F.O.B. destination as stated in the delivery section.

INVOICE: Bidder shall include Purchase Order number on corresponding invoice. Invoice shall be sent to:

CITY OF SEABROOK
ATTN: ACCOUNTS PAYABLE
1700 FIRST STREET
SEABROOK, TX 77586

PAYMENT: The City of Seabrook shall pay for services within thirty (30) days of receipt of invoices and acceptance of all work. Acceptance by the City of Seabrook shall constitute all services bid being received to the City's satisfaction.

BID DELIVERY: The City of Seabrook Purchasing Department or Secretary’ s Office shall accept **sealed** bids Monday through Thursday, 7:30 a.m. - 5:00 p.m. and Friday 8:00 a.m. - 5:00 p.m. Bids must be received and time stamped before the specified hour and date of the opening. Each bid **must be sealed** and should be placed in a properly identified envelope with bid number, time and date of bid opening.

Term The term of this agreement shall be for a one year (12 months) period. The agreement may be renewed and extended for two additional one-year term with the mutual consent of both parties, 30 days prior to the expiration of the initial agreement.

Submit to:

CITY OF SEABROOK
PURCHASING DEPARTMENT
1700 FIRST STREET
SEABROOK, TEXAS 77586

SPECIFICATIONS
SODIUM HYPOCHLORITE, SODIUM BISULFITE AND SULFURIC ACID
PROJECT #2016-08

GENERAL REQUIREMENTS

1.0 **DESCRIPTION SODIUM HYPOCHLORITE**

Appearance:	Clear Pale Yellow Liquid
Odor:	Chlorine
PH:	12.3 - 13.5
Specific Gravity:	1.15 – 1.26
Solubility in Water:	Complete

1.01 **DESCRIPTION OF SODIUM BISULFITE**

Appearance:	Clear Pale Yellow Liquid
Odor:	Sulfur
PH:	3.5 - 5.0
Specific Gravity:	1.31 - 1.38
Solubility in Water:	Complete

1.02 **DESCRIPTION OF SULFURIC ACID**

Appearance:	Colorless Liquid
Odor:	Odorless
PH:	< 1
Specific Gravity:	1.1-1.67
Solubility in Water:	Miscible

1.03 **SCOPE**

Furnish the City of Seabrook with a quality product that meets or exceeds field standard in sodium hypochlorite production. Chemical shall be produced with RO water for cleanliness.

Furnish the City of Seabrook with a quality product that meets or exceeds field standard in sodium bisulfite production. Chemical shall be a virgin product that is NSF approved.
(NOT A BY-PRODUCT)

Furnish the City of Seabrook with a quality product that meets or exceeds field standard in sulfuric acid.

1.04 PRODUCT REQUIREMENTS SODIUM HYPOCHLORITE

12.5% NAOCL by weight to be delivered to the City's wastewater treatment plant located at 715 Main Street, swimming pool located at 1100 Hammer Street and the Monroe Splash Pad located at 2528 North Repsdorph. Quantity ordered will be up to 4,500 gallons per shipment may need to be distributed at the three locations. The bid price shall be good for one year from the award date. The estimated amount of NAOCL to be consumed for the twelve-month period will be between forty-five thousand (45,000) and seventy-five thousand (75,000) gallons.

1.05 PRODUCT REQUIREMENTS SODIUM BISULFITE

38-42% NaHSO₃ by weight to be delivered to the City's wastewater treatment plant located at 715 Main Street. Quantity ordered will be up to 1,000 gallons per shipment to be distributed at the three locations. The bid price shall be good for one year from the award date. The estimated amount of NaHSO₃ to be consumed for the twelve-month period will be between thirteen thousand (13,000) and twenty thousand (20,000) gallons.

1.06 PRODUCT REQUIREMENTS SULFURIC ACID

35% N₂O₄S to be delivered to the City's swimming pool located at 1100 Hammer Street and the Monroe Splash Pad located at 2528 North Repsdorph. Quantity ordered will be up to 100 gallons per shipment to be distributed at the two locations. The bid price shall be good for one year from the award date. The estimated amount of N₂O₄S to be consumed for the twelve-month period will be between one hundred (100) and two hundred (200) gallons.

1.07 INSURANCE REQUIREMENTS

Successful firm shall provide a certificate of insurance executed by an insurance company authorized to do business in Texas, and shall contain the amounts specified herein, and shall be executed prior to award of bid.

(a) Workman's Compensation Insurance as required by laws and regulations applicable to and covering employees of Contract engaged in the performance of the work under this agreement;

(b) Employers Liability Insurance protecting contractor against common law liability, in the absence of statutory liability, for employee bodily injury arising out of the master-servant relationship with a limit of not less than \$500,000.

(c) Comprehensive General Liability Insurance including products/completed operation with limits of liability of not less than: Bodily Injury \$1,000,000 per each person, \$2,000,000 per each occurrence/aggregate; Property Damage \$1,000,000 per each occurrence;

(d) Excess Liability Insurance Comprehensive general Liability, Comprehensive Automobile Liability and coverage's afforded by the policies above, with the minimum limits of \$500,000 excess of specified limits;

- 1.08 12.5% Sodium Hypochlorite
- 1.09 38-42% Sodium Bisulfite
- 1.10 35% Sulfuric Acid

SPECIFICATION COMPLIANCE

Below are all components of Bid Specification #2016-08, along with check boxes indication compliance and non-compliance.

		Compliance	Non-Compliance
1.00	Description Sodium Hypochlorite	✓	
1.01	Description Sodium Bisulfite	✓	
1.02	Description Sulfuric Acid	✓	
1.03	Scope	✓	
1.04	Requirements Hypochlorite	✓	
1.05	Requirements Bisulfite	✓	
1.06	Requirements Sulfuric Acid	✓	
1.07	Insurance	✓	
1.08	12.5% Hypochlorite	✓	
1.09	38-42% Bisulfite	✓	
1.10	35% Sulfuric Acid	✓	

Exceptions to Specifications:

BIDDER'S CERTIFICATION

The 1985 Texas Legislature passed HB620 relating to bids by nonresident contractors. The pertinent portion of the Act has been extracted and is as follows:

Section 1. (a)

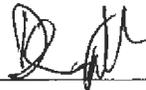
(2) "Nonresident bidder" means a bidder whose principal place of business is not in this state, but excludes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(3) "Texas resident bidder" means a bidder whose principal place of business is in this state, and includes a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

(b) The state or a governmental agency of the state may not award a contract for general construction, improvements, services, or public works projects or purchases of supplies, materials, or equipment to a nonresident bidder unless the nonresident's bid is lower than the lowest bid submitted by a responsible Texas resident bidder by the same amount that a Texas resident bidder would be required to underbid a nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

I certify that Commercial Chemical Products Inc. is a resident bidder of Texas as defined in HB 620.

(Company Name)

Signature  _____

Print Name Alan Falik _____

I certify that _____ is a Nonresident bidder as defined in HB 620

(Company Name)

and our principal place of business is _____ (City and State)

Signature _____

Print Name _____

SUPPLIER INFORMATION FORM

COMPANY'S FULL BUSINESS NAME:	Commercial Chemical Products, Inc. dba Poolsure/Purify
PHYSICAL ADDRESS:	1707 Townhurst Drive Houston, TX 77043
PHONE #:	800.858.7665
FAX #:	832.436.4709
CONTACT PERSON:	Lori Wallace
PHONE #:	800.858.7665 x120
REMITTANCE ADDRESS:	PO Box 55372 Houston, TX 77255
PHONE #:	800.858.7665
FAX #:	832.436.4709
CONTACT PERSON:	Lori Wallace
PHONE #:	800.858.7665 x120
PAYMENT TERMS DISCOUNT:	N/A
COMPANY TAX ID#:	76-0591704

CITY OF SEABROOK
PURCHASING DEPARTMENT
NO BID NOTIFICATION

BID TITLE: _____

BID NUMBER: _____ N/A

SUPPLIER NAME: _____

ADDRESS: _____

AGENT'S NAME: _____ TELEPHONE: _____

The CITY OF SEABROOK is interested in receiving competitive pricing on all items bid. We also desire to keep your firm as a bidder and a supplier of materials and equipment. Therefore, it is important for us to determine why you are not bidding on this item. We will analyze your input carefully and try to determine if future changes are needed in our specifications and procedures.

I did not bid for the following reasons: (PLEASE CHECK ONE OF THE LISTED REASONS)

- _____ Do not supply the requested product.
- _____ Quantities offered are too small or too large to be supplied by your company. (Please circle one of the underlined.)
- _____ Specifications are "too tight" or written around a particular product. (Please elaborate on this item.)
- _____ Cannot bid against manufacturer or jobber on this item. (Please circle one of the underlined).
- _____ Time frame for bidding was too short for my organization.
- _____ Not awarded a previous contract by the City when you felt you were low bidder.
- _____ Other _____

Failure to submit a bid or no-bid notification may result in removal from future bidders' lists.

If you wish to remain on the City's bid list for this item, please indicate:

_____ I wish to remain. _____ I do not wish to remain.

ATTACHMENT I

REFERENCES

Each Bidder is to provide a minimum of three (3) verifiable references in which the bidder has sold, maintained or provided this or similar product or service.

Company Name: City of Seabrook

Address: 1700 First Street, Suite 206, Seabrook, Texas 77586

Contact Person: Saul Garcia and Renee Trevino

Telephone : (713) 875-1817 281-474-3256

Email: sgarcia@seabrooktx.gov rtrevino@seabrooktx.gov

Product Purchased by Reference: Sodium Hypochlorite, Sulfuric Acid and Sodium Bisulfite

Company Name: City of Houston Parks & Recreation

Address: 2999 South Wayside Dr, Houston, TX 77023

Contact Person: Jeff Jefferson

Telephone : () _____

Email: Jeff.Jefferson@houstontx.gov

Product Purchased by Reference: Sodium Hypochlorite, Sulfuric Acid

Company Name: City of Texas City

Address: PO Box 2608, Texas City, TX 77592-2608

Contact Person: Calvin Bremer

Telephone : (409) 643.5961

Email: Cbremer@texas-city-tx.org

Product Purchased by Reference: Sodium Hypochlorite, Sodium Bisulfite



Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Identification

Product name : Sodium Hypochlorite Solution

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Industrial and Commercial Uses

1.3. Details of the supplier of the safety data sheet

Poolsure
1707 Townhurst
Houston, TX 77043
T 800-858-7665

1.4. Emergency telephone number

No additional information available

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Skin Corr. 1A H314

Eye Dam. 1 H318

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US)



GHS05

Signal word (GHS-US)

: Danger

Hazard statements (GHS-US)

: H314 - Causes severe skin burns and eye damage

Precautionary statements (GHS-US)

: P260 - Do not breathe dust/fume/gas/mist/vapors/spray
P264 - Wash thoroughly after handling
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301+P330+P331 - If swallowed: rinse mouth. Do NOT induce vomiting
P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P310 - Immediately call a poison center/doctor
P363 - Wash contaminated clothing before reuse
P405 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international regulations.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substance

Not applicable

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

3.2. Mixture

Name	Product identifier	%	Classification (GHS-US)
Sodium hypochlorite	(CAS No) 7681-52-9	9 - 13	Not classified
Sodium hydroxide	(CAS No) 1310-73-2	<= 1,5	Met. Corr. 1, H290 Skin Corr. 1A, H314 Eye Dam. 1, H318

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures after inhalation : Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth, if possible. Call a poison control center or doctor for further treatment advice.
- First-aid measures after skin contact : Take off contaminated clothing. Rise skin immediately with plenty of water for 15 – 20 minutes. Call a poison control center or doctor for treatment advice.
- First-aid measures after eye contact : Hold eye open and rinse slowly and gently with water for 15 – 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice. Remove contact lenses. See a doctor immediately.
- First-aid measures after ingestion : Have person sip a glass of water if able to swallow. Call a poison control center or doctor for treatment advice. Do not induce vomiting unless told to do so by a poison control center or doctor. Do not give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries after inhalation : Inhalation of vapors will irritate breathing passages and may cause breathing difficulty.
- Symptoms/injuries after skin contact : Causes severe burns. May cause permanent damage if not treated properly.
- Symptoms/injuries after eye contact : Causes eye damage. May cause permanent damage if not treated properly.
- Symptoms/injuries after ingestion : Ingestion will cause burning sensation in mouth, throat and stomach. Will cause membrane irritation and pain and inflammation to digestive tract, Could cause vomiting and shock

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Water, Carbon Dioxide, Dry Chemical or Foam.
- Unsuitable extinguishing media : None.

5.2. Special hazards arising from the substance or mixture

- Fire hazard : None known.
- Explosion hazard : None known.

5.3. Advice for firefighters

- Protection during firefighting : Firefighters should wear full protective gear.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- For containment : Stop the flow of material, if this is without risk.
- Methods for cleaning up : Leaking product may be transferred to clean plastic containers. Dilute small spills with water and add sodium sulfite or sodium metabisulfite and flush to sewer. Avoid runoff to ground water, surface water and sanitary sewers For major spills contain the spill and call supplier Place in an approved container and dispose in accordance with local, state and federal regulations.

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid contact with eyes, skin and clothing.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Use polyethylene, polypropylene, FRP or PVC containers. Store product at- 10C to 30C and away from sunlight or heat. Keep containers closed when not in use and keep out of reach of children.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Sodium hydroxide (1310-73-2)		
ACGIH	ACGIH Ceiling (mg/m ³)	2 mg/m ³
OSHA	OSHA PEL (TWA) (mg/m ³)	2 mg/m ³

8.2. Exposure controls

Hand protection : Use acid resistant gloves.
Eye protection : Chemical goggles or safety glasses.
Skin and body protection : Wear suitable working clothes.
Respiratory protection : None required under normal product use conditions.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Liquid
Color : Colorless
Odor : Chlorine
Odor threshold : No data available
pH : 12.3 - 12.9
Melting point : No data available
Freezing point : No data available
Boiling point : 105 °C
Flash point : No data available
Relative evaporation rate (butyl acetate=1) : No data available
Flammability (solid, gas) : No data available
Explosion limits : No data available
Explosive properties : No data available
Oxidizing properties : No data available
Vapor pressure : 22 mm Hg @ 20°C
Specific gravity : 1.15
Relative vapor density at 20 °C : No data available
Solubility : Miscible with water.
Log Pow : No data available
Auto-ignition temperature : No data available
Decomposition temperature : No data available
Viscosity : No data available
Viscosity, kinematic : No data available
Viscosity, dynamic : No data available

9.2. Other information

No additional information available

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

Temperature above 40°C, sunlight and metals

10.5. Incompatible materials

Acids, ammonia, urea, metals & oxidizers

10.6. Hazardous decomposition products

Chlorine gas released by contact with acids. Contact with ammonia or urea produces nitrogen gas and chloramines. Oxygen is released on contact with metals.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Sodium hypochlorite (7681-52-9)	
LD50 oral rat	8200 mg/kg
LD50 dermal rabbit	> 10000 mg/kg
ATE US (oral)	8200.000 mg/kg

Sodium hydroxide (1310-73-2)	
LD50 dermal rabbit	1350 mg/kg
ATE US (dermal)	1350.000 mg/kg

Skin corrosion/irritation : Causes severe skin burns and eye damage.

pH: 12.3 - 12.9

Serious eye damage/irritation : Causes serious eye damage.

pH: 12.3 - 12.9

Respiratory or skin sensitization : Not classified

Germ cell mutagenicity : Not classified

Carcinogenicity : Not classified

Sodium hypochlorite (7681-52-9)	
IARC group	3 - Not classifiable

Reproductive toxicity : Not classified

Specific target organ toxicity (single exposure) : Not classified

Specific target organ toxicity (repeated exposure) : Not classified

Aspiration hazard : Not classified

SECTION 12: Ecological information

12.1. Toxicity

Sodium hypochlorite (7681-52-9)	
LC50 fish 1	0.06 - 0.11 mg/l (Exposure time: 96 h - Species: Pimephales promelas [flow-through])
EC50 Daphnia 1	0.033 - 0.044 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 fish 2	4.5 - 7.6 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

Sodium hydroxide (1310-73-2)	
LC50 fish 1	45.4 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [static])

12.2. Persistence and degradability
No additional information available

12.3. Bioaccumulative potential
No additional information available

12.4. Mobility in soil
No additional information available

12.5. Other adverse effects
Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods
Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)
In accordance with DOT
Transport document description : UN1791 Hypochlorite solutions, 8, III
UN-No.(DOT) : UN1791
Proper Shipping Name (DOT) : Hypochlorite solutions
Transport hazard class(es) (DOT) : 8 - Class 8 - Corrosive material 49 CFR 173.136
Hazard labels (DOT) : 8 - Corrosive



Packing group (DOT) : III - Minor Danger
DOT Packaging Non Bulk (49 CFR 173.xxx) : 203
DOT Packaging Bulk (49 CFR 173.xxx) : 241
DOT Special Provisions (49 CFR 172.102) : IB3 - Authorized IBCs: Metal (31A, 31B and 31N); Rigid plastics (31H1 and 31H2); Composite (31HZ1 and 31HA2, 31HB2, 31HN2, 31HD2 and 31HH2). Additional Requirement: Only liquids with a vapor pressure less than or equal to 110 kPa at 50 C (1.1 bar at 122 F), or 130 kPa at 55 C (1.3 bar at 131 F) are authorized, except for UN2672 (also see Special Provision IP8 in Table 2 for UN2672).
N34 - Aluminum construction materials are not authorized for any part of a packaging which is normally in contact with the hazardous material.
T4 - 2.65 178.274(d)(2) Normal..... 178.275(d)(3)
TP2 - a. The maximum degree of filling must not exceed the degree of filling determined by the following: (image) Where: tr is the maximum mean bulk temperature during transport, Tf is the temperature in degrees celsius of the liquid during filling, and a is the mean coefficient of cubical expansion of the liquid between the mean temperature of the liquid during filling (tf) and the maximum mean bulk temperature during transportation (tr) both in degrees celsius. b. For liquids transported under ambient conditions may be calculated using the formula: (image) Where: d15 and d50 are the densities (in units of mass per unit volume) of the liquid at 15 C (59 F) and 50 C (122 F), respectively.
TP24 - The portable tank may be fitted with a device to prevent the build up of excess pressure due to the slow decomposition of the hazardous material being transported. The device must be in the vapor space when the tank is filled under maximum filling conditions. This device must also prevent an unacceptable amount of leakage of liquid in the case of overturning.
DOT Packaging Exceptions (49 CFR 173.xxx) : 154

Sodium Hypochlorite Solution

Commercial Chlor/Commercial Chlor Extra

Safety Data Sheet

DOT Quantity Limitations Passenger aircraft/rail : 5 L
(49 CFR 173.27)

DOT Quantity Limitations Cargo aircraft only (49 : 60 L
CFR 175.75)

DOT Vessel Stowage Location : B - (i) The material may be stowed "on deck" or "under deck" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers, or one passenger per each 3 m of overall vessel length; and (ii) "On deck only" on passenger vessels in which the number of passengers specified in paragraph (k)(2)(i) of this section is exceeded.

DOT Vessel Stowage Other : 26 - Stow "away from" acids

Reportable Quantity (RQ) : 100lb (45.4 kg) or 93 gallons (based on 10.5% active ingredient)

SECTION 15: Regulatory information

15.1. US Federal regulations

Sodium hypochlorite (7681-52-9)
Listed on the United States TSCA (Toxic Substances Control Act) inventory
Sodium hydroxide (1310-73-2)
Listed on the United States TSCA (Toxic Substances Control Act) inventory

15.2. US State regulations

Sodium hypochlorite (7681-52-9)
U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List
Sodium hydroxide (1310-73-2)
U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

SECTION 16: Other information

Full text of H-phrases:

Eye Dam. 1	Serious eye damage/eye irritation Category 1
Met. Corr. 1	Corrosive to metals Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H290	May be corrosive to metals
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



I. Product and Company Information

SII Product Name(s):	Sodium Bisulfite Solution	Synonym:	SBS
Chemical Name:	Sodium Bisulfite Solution	CAS Number:	7631-90-5
Manufacturer's Name: Southern Ionics Incorporated 210 Commerce Street West Point, MS 39773 Customer Service: 1-800-953-3585 Web Site www.southernionics.com		Emergency Contacts: Afterhours (Southern Ionics) 1-888-610-2379 For Chemical Emergency, Spill or Accident: Call CHEMTREC at 1-800-424-9300 CHEMTREC CCN - 20596	

II. Hazard Identification

OSHA HCS / GHS Classification(s):		Hazard Statement(s):	
Acute Toxicity Oral, Category 4		Harmful if swallowed.	
Skin Irritation, Category 3		Causes mild skin irritation.	
Eye Irritation, Category 2A		Causes serious eye irritation.	
Specific Target Organ Toxicity - Single Exposure, Category 3		May cause respiratory irritation.	
Corrosive to Metals, Category 1		May be corrosive to metals.	
Signal Word:	Precautionary Statement(s):		
Warning	Prevention:	Wash affected body parts after handling.	
Symbol(s): 		Do not eat, drink or smoke when using this product.	
		Avoid breathing vapors.	
		Wear eye / face protection.	
		Use in well ventilated areas.	
		Keep in original container.	
		Response:	
	IF SWALLOWED: Rinse mouth and call a doctor if you feel unwell.		
	IF INHALED: Remove victim to fresh air and keep comfortable for breathing.		
	IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do so. Continue rinsing.		
	If eye irritation persists: Get medical attention.		
	If skin irritation occurs: Get medical attention.		
	For specific treatment: See First Aid section IV.		

III. Composition / Information on Ingredients

Chemical Name:	CAS Reg #'s	%
Sodium Bisulfite (NaHSO ₃)	7631-90-5	15-44
Sodium Sulfite (Na ₂ SO ₃)	7757-83-7	<1
Sodium Sulfate (Na ₂ SO ₄)	7757-82-6	<4
Water	7732-18-5	Balance

IV. First Aid Measures

Eyes:	Immediately flush eyes with running water for at least 15 minutes, keeping eyelids open. Remove any contact lenses. Seek medical attention, if you feel unwell.
Dermal / Skin:	Remove contaminated clothing and wash exposed area thoroughly with soap and water. Seek medical attention, if you feel unwell.
Inhalation:	Move to fresh air immediately. If breathing is difficult, give oxygen. Seek medical attention, if you feel unwell.
Ingestion:	If swallowed, DO NOT induce vomiting. Rinse mouth, Seek medical attention, if you feel unwell.

V. Fire Fighting Measures

NFPA Hazard Rating:	Health (Blue) 2	Fire (Red) 0	Reactivity (Yellow) 1	Special Instructions (White) None
NFPA Hazard Classification: 0 = Least 1=Slight 2= Moderate 3= High 4= Extreme				
Extinguishing Media:	Use extinguishing media appropriate for surrounding fire.			
Special Firefighting Procedure:	Wear NIOSH-approved self-contained breathing apparatus (SCBA). Use water spray to keep containers cool and to knock down fumes. CAUTION: when subject to excess heat, product releases additional sulfur dioxide gas.			

VI. Accidental Release Measures

Precaution if Spilled or Released:	Steps should be taken to contain spilled liquids and prevent discharges to streams or sewer systems.
Neutralizing Chemicals:	Neutralize with appropriate alkali such as sodium hydroxide, or soda ash to neutral pH. Avoid conditions where the pH of spilled material is maintained at lower than pH 6, since sulfur dioxide can be released at ambient temperatures below this pH.

VII. Handling and Storage

Handling:	Handle all chemicals with respect. Keep separated from incompatible substances. Handle only with equipment, materials and supplies specified by their manufacturer as being compatible and appropriate for use with this product.
Storage:	Store at appropriate temperature to protect from freezing or crystallization. Consult the appropriate SII Product Bulletin for temperature recommendations. Do not store this material near food, animal feed or drinking water. Store in well ventilated area. Store away from excessive heat (e.g. steam pipes, radiators), and from reactive materials. Keep container tightly closed when not in use.

VIII. Exposure Control / Personal Protective Equipment

Component Workplace Control Parameters:				
Components:	CAS-No.	Value	Parameters	Basis
Sodium Bisulfite	7631-90-5	TWA	5 mg/m3	solid sodium bisulfite (metabisulfite)
Engineering Controls:	Provide exhaust ventilation or other engineering controls to keep the airborne concentrations of vapors below their respective threshold limit value.			
General Hygiene:	Practice good personal hygiene after using this material, especially before eating, drinking, smoking or using the toilet			
Personal Protection Equipment:				
Eye:	Use chemical splash goggles and face shield. Eye protection worn must be compatible with respiratory protection system employed.			
Skin:	Chemically resistant gloves should be worn whenever this material is handled. Gloves should be removed and replaced immediately if there is any indication of degradation or chemical breakthrough.			

Respiratory:	None required under normal conditions. When conditions warrant a respirator, use NIOSH approved respirator and cartridge for particulates and Sulfur Dioxide.			
Other Protective Items:	Where splash is possible, full chemically resistant protective clothing and boots are required. Ensure that eyewash stations and safety showers are proximal to the work-station location.			
HMIS Classification:	Health (Blue)	Flammability (Red)	Physical Hazard (Yellow)	PPE (White)
	2	0	1	See Above
Hazard Classification: 0 = Minimal 1=Slight 2= Moderate 3= Serious 4= Severe				

IX. Physical and Chemical Properties

Physical State:	Liquid	pH:	3.5 to 5.0
Appearance:	Clear to yellow	Molecular Weight:	104.1 for NaHSO ₃
Odor:	Pungent odor	Odor Threshold:	No Data Available
Specific Gravity:(H₂O=1)	1.13 to 1.38 @ 77°F/25°C	Weight per gallon (lbs)	9.4 to 11.3 @ 77°F/25°C
Vapor Density: (Air=1)	Similar to water	Vapor Pressure:	≤ 32 mm Hg total (12 mm Hg SO ₂) @ 77°F/25°C
Boiling Point:	217°F /103°C Estimated	Freezing/Melting Point:	15.8°F/ -9°C
Lower Explosive Limit	Not Applicable	Upper Explosive Limit	Not Applicable
Flash Point	Not Applicable	Autoignition Temp.	Not Applicable
Solubility in water:	Dilutable	:	
Other:			

X. Stability and Reactivity Data

Chemical Stability:	Product is stable under normal or expected use.
Conditions To Avoid:	Avoid exposure to excessive heat.
Incompatible Materials:	Avoid contact with the following: acids and oxidizing agents.
Hazardous Products of Decomposition:	Thermal decomposition may yield the following: sulfur dioxide – toxic fumes.

XI. Toxicological Information

Routes of Entry:	<input checked="" type="checkbox"/> Eyes <input checked="" type="checkbox"/> Skin <input checked="" type="checkbox"/> Ingestion <input checked="" type="checkbox"/> Inhalation					
Sign and symptoms of Exposure:	May cause irritation to eyes, skin and respiratory passages.					
Eye Contact:	Causes serious eye irritation.					
Ingestion:	May be harmful if swallowed.					
Skin Contact:	Causes mild skin irritation.					
Inhalation:	May be harmful if inhaled. May cause respiratory tract irritation.					
Carcinogenicity:	NPT	Not Listed	IARC	Not Listed	OSHA	Not Regulated
Ingredient Name:	Species		Test		Route	Results
Sodium Bisulfite Solution	Rat		2000 mg/kg		oral	LD50
Comments:	Sulfite sensitive individuals may experience an allergic reaction.					

XII. Ecological Information

Ingredient Name:	Species	Test	Period	Results
Sodium Bisulfite Solution	Mosquitofish	240ppm	96 hours	LC50
Comments:				

XIII. Disposal Considerations

Waste Disposal:	Always dispose of material in accordance with local, state, and federal regulations.
------------------------	--

XIV. Transportation Information

Proper Shipping Name:	Bisulfites, aqueous solutions, n.o.s. (contains Sodium Bisulfite)		
DOT Classification:	8		
Identification Number:	UN2693	Packing Group:	III
Other Labels:	Corrosive		

XV. Regulatory Information

Inventory Status:		US Regulations:		
U. S. TSCA	Yes	SARA 302 TPQ	Not Listed	
Europe EINECS	Yes	SARA 304 RQ	Not Listed	
Canadian DSL	Yes	SARA 313 List	Not Listed	
Japan ENCS	Yes	CERCLA (RQ)	5,000 lbs on dry weight basis for sodium bisulfite.	
Korean KECI	Yes	RCRA 261.33	Not Listed	
Philippines PICCS	Yes	CAA-112-r	Not Listed	
Australian AICS	Yes			
		SARA 311/312	<input checked="" type="checkbox"/> Acute <input type="checkbox"/> Chronic <input type="checkbox"/> Fire <input type="checkbox"/> Release of Pressure <input type="checkbox"/> Reactive	
International Regulations:		Other Regulations:		
Canada WHIMS	D-2B	Material causing other toxic effects	California PROP 65	Not Listed
Canada WHIMS	E	Corrosive	FDA GRAS	21 CFR 182.3739
EINECS	231-548-0			

XVI. Other Information

NSF Certification:	Sodium Bisulfite manufactured at Pasadena, TX, Williamsport, MD and Tuscaloosa, AL are NSF-60 Certified. Maximum use in potable water is 50 mg/l.
Other:	
Revision Notes:	
MSDS Replacements	SII MSDS 048 Sodium Bisulfite Solution (15%-28%), SII MSDS 118 Sodium Bisulfite Solution, 30%, SII MSDS 024 Sodium Bisulfite Solution (38%-44%) and SII MSDS 054 S1-SBS 40

SALES OFFICE

For Product Information:
TEL: 662-494-3055
FAX: 662-494-2828

Post Office Drawer 1217
West Point, MS 39773

To Place An Order:
TEL: 800-953-3585
FAX: 800-953-3588

IMPORTANT

Although the information contained is offered in good faith, SUCH INFORMATION IS EXPRESSLY GIVEN WITHOUT ANY WARRANTY (EXPRESS OR IMPLIED) OR ANY GUARANTEE OF ITS ACCURACY OR SUFFICIENCY and is taken at the user's sole risk. User is solely responsible for determining the suitability of use in each particular situation. SII specifically DISCLAIMS ANY LIABILITY WHATSOEVER FOR THE USE OF SUCH INFORMATION, including without limitation any recommendation which user may construe and attempt to apply which may infringe or violate valid patents, licenses, and/or copyright.



Non-Fuming Pool Acid

35% Sulfuric Acid

Safety Data Sheet

SECTION 1: Identification of the substance/mixture and of the company/undertaking

1.1. Product identifier

Product name : Sulfuric Acid

1.2. Relevant identified uses of the substance or mixture and uses advised against

Use of the substance/mixture : Industrial and Commercial Uses

1.3. Details of the supplier of the safety data sheet

Poolsure
1707 Townhurst
Houston, TX 77043
T 800-858-7665

1.4. Emergency telephone number

1-800-424-9300

SECTION 2: Hazards identification

2.1. Classification of the substance or mixture

Classification (GHS-US)

Skin Corr. 1A H314
Eye Dam. 1 H318
Carc. 1A H350

Full text of H-phrases: see section 16

2.2. Label elements

GHS-US labeling

Hazard pictograms (GHS-US)



GHS05

Signal word (GHS-US)

: Danger

Hazard statements (GHS-US)

: H314 - Causes severe skin burns and eye damage

Precautionary statements (GHS-US)

: P260 - Do not breathe dust/fume/gas/mist/vapors/spray
P264 - Wash thoroughly after handling
P280 - Wear protective gloves/protective clothing/eye protection/face protection
P301+P330+P331 - If swallowed: rinse mouth. Do NOT induce vomiting
P303+P361+P353 - If on skin (or hair): Take off immediately all contaminated clothing. Rinse skin with water/shower
P304+P340 - If inhaled: Remove person to fresh air and keep comfortable for breathing
P305+P351+P338 - If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing
P310 - Immediately call a poison center/doctor
P363 - Wash contaminated clothing before reuse
P405 - Store locked up
P501 - Dispose of contents/container in accordance with local/regional/national/international regulations.

2.3. Other hazards

No additional information available

2.4. Unknown acute toxicity (GHS-US)

Not applicable

SECTION 3: Composition/information on ingredients

3.1. Substance

Not applicable

3.2. Mixture

Non-Fuming Pool Acid

35% Sulfuric Acid

Safety Data Sheet

Name	Product identifier	%	Classification (GHS-US)
Sulfuric acid	(CAS No) 7664-93-9	35	Carc. 1A, H350 Skin Corr. 1A, H314 Eye Dam. 1, H318

Full text of H-phrases: see section 16

SECTION 4: First aid measures

4.1. Description of first aid measures

- First-aid measures after inhalation : Remove to fresh air. If not breathing, give artificial respiration. If breathing is difficult, give oxygen. Get medical attention.
- First-aid measures after skin contact : Immediately flush skin with plenty of water. Remove contaminated clothing. Get medical attention if symptoms occur. Wash clothing before reuse.
- First-aid measures after eye contact : Flush eyes with tempered water (60-100 °F) for 15 minutes minimum. Consult a physician or other health care professional.
- First-aid measures after ingestion : Rinse mouth with large amounts of water. If swallowed, DO NOT induce vomiting. Give victim large amounts of milk, egg whites, or water . Call a physician or poison control center immediately. Never give anything by mouth to an unconscious person.

4.2. Most important symptoms and effects, both acute and delayed

- Symptoms/injuries after inhalation : Corrosive to nose, throat and lungs.
- Symptoms/injuries after skin contact : Causes severe burns.
- Symptoms/injuries after eye contact : Corrosive to the eyes, may cause chemical burn, severe damage including blindness.
- Symptoms/injuries after ingestion : Can burn mouth, throat and stomach.

4.3. Indication of any immediate medical attention and special treatment needed

No additional information available

SECTION 5: Firefighting measures

5.1. Extinguishing media

- Suitable extinguishing media : Use any means suitable for extinguishing the surrounding fire. Water spray may be used to keep fire exposed containers cool. Run-off from ruptured containers needs to be isolated, prevent run-off from entering the environment.
- Unsuitable extinguishing media : None.

5.2. Special hazards arising from the substance or mixture

- Fire hazard : When heated to decomposition, emits toxic fumes.
- Explosion hazard : Product is not flammable but reactive with alkali materials, combustible materials, organics and water. May release explosive hydrogen gas inside storage tanks, drums tank cars and tank trucks.

5.3. Advice for firefighters

- Protection during firefighting : Firefighters should wear full protective gear.

SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

No additional information available

6.1.2. For emergency responders

No additional information available

6.2. Environmental precautions

Avoid release to the environment.

6.3. Methods and material for containment and cleaning up

- For containment : Stop the flow of material, if this is without risk.

Non-Fuming Pool Acid

35% Sulfuric Acid

Safety Data Sheet

Methods for cleaning up : For small spill : Absorb liquid with appropriate absorbent and place in sealed container for disposal.

Large spills : Stop leak at it's source if you are able to do so safely. Dike area to contain spill. Take precautions as necessary to prevent material from entering sewers or storm drains or contamination of ground and surface waters. Wear appropriate personal protective equipment as outlined in Section 8 during clean up operations. Extreme caution should be exercised during clean up operations as surfaces where material has been spilled are likely to become very slippery. Collect spilled material into containers using pumps or other means if it is possible to do so safely. Recover spilled material using chemically neutral absorbent such as ground clay or vermiculite, and collect into closed containers for disposal. Do not flush to sewer. If area of spill is porous, remove as much contaminated earth and gravel, etc. as necessary and place in closed containers for disposal.

6.4. Reference to other sections

No additional information available

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Avoid contact with eyes, skin and clothing.

7.2. Conditions for safe storage, including any incompatibilities

Storage conditions : Store in dry, cool, well-ventilated area.

7.3. Specific end use(s)

No additional information available

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Sulfuric acid (7664-93-9)		
ACGIH	ACGIH TWA (mg/m ³)	0.2 mg/m ³ (thoracic fraction)
OSHA	OSHA PEL (TWA) (mg/m ³)	1 mg/m ³

8.2. Exposure controls

Hand protection : Use acid resistant gloves.

Eye protection : Chemical goggles or safety glasses.

Skin and body protection : Wear suitable working clothes.

Respiratory protection : No respiratory protection required under normal handling conditions.

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Liquid

Color : Colorless

Odor : Odorless.

Odor threshold : No data available

pH : < 1

Melting point : No data available

Freezing point : (16.3°F) to (-28°F)

Boiling point : ≈ (210°F) to (340°F)

Flash point : No data available

Relative evaporation rate (butyl acetate=1) : No data available

Flammability (solid, gas) : No data available

Explosion limits : No data available

Explosive properties : No data available

Oxidizing properties : No data available

Vapor pressure : No data available

Specific gravity : 1.1 - 1.67 at (60°F)

Relative vapor density at 20 °C : No data available

Non-Fuming Pool Acid

35% Sulfuric Acid

Safety Data Sheet

Solubility	: Miscible with water.
Log Pow	: No data available
Log Kow	: No data available
Auto-ignition temperature	: No data available
Decomposition temperature	: No data available
Viscosity	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

No additional information available

10.2. Chemical stability

The product is stable at normal handling and storage conditions.

10.3. Possibility of hazardous reactions

Will not occur.

10.4. Conditions to avoid

None.

10.5. Incompatible materials

Strong alkalis, ammonia, oxidizing agents, chlorates, powdered chromium, manganese, or aluminum, halogens (e.g., fluorine, chlorine) interhalogens (e.g., chlorine trifluoride), metal oxides, hydrides, azides, acetylides, sodium carbide.

10.6. Hazardous decomposition products

Hydrogen gas and oxides of sulfur SO_x.

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity : Not classified

Sulfuric acid (7664-93-9)	
LD50 oral rat	2140 mg/kg
LC50 inhalation rat (mg/l)	510 mg/m ³ (Exposure time: 2 h)
ATE US (oral)	2140.000 mg/kg

Skin corrosion/irritation	: Causes severe skin burns and eye damage. pH: < 1
Serious eye damage/irritation	: Causes serious eye damage. pH: < 1
Respiratory or skin sensitization	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: The International Agency for Research on Cancer (IARC) has determined that occupational exposure to strong inorganic-acid mists containing sulfuric acid is carcinogenic to humans. This product does not evolve acid mists under normal product use conditions.

Sulfuric acid (7664-93-9)	
IARC group	1 - Carcinogenic to humans
In OSHA Hazard Communication Carcinogen list	Yes

Reproductive toxicity	: Not classified
Specific target organ toxicity (single exposure)	: Not classified
Specific target organ toxicity (repeated exposure)	: Not classified

Non-Fuming Pool Acid

35% Sulfuric Acid

Safety Data Sheet

Aspiration hazard : Not classified

SECTION 12: Ecological information

12.1. Toxicity

Sulfuric acid (7664-93-9)

LC50 fish 1	> 500 mg/l (Exposure time: 96 h - Species: Brachydanio rerio [static])
-------------	--

12.2. Persistence and degradability

No additional information available

12.3. Bioaccumulative potential

Sulfuric acid (7664-93-9)

BCF fish 1	(no bioaccumulation)
------------	----------------------

12.4. Mobility in soil

No additional information available

12.5. Other adverse effects

Effect on the global warming : No known ecological damage caused by this product.

SECTION 13: Disposal considerations

13.1. Waste treatment methods

Waste disposal recommendations : Dispose of contents/container in accordance with local/regional/national/international regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description : UN2796 Sulfuric acid (with not more than 51% acid), 8, II

UN-No.(DOT) : UN2796

Proper Shipping Name (DOT) : Sulfuric acid
with not more than 51% acid

Transport hazard class(es) (DOT) : 8 - Class 8 - Corrosive material 49 CFR 173.136

Hazard labels (DOT) : 8 - Corrosive



Packing group (DOT) : II - Medium Danger

DOT Packaging Non Bulk (49 CFR 173.xxx) : 202

DOT Packaging Bulk (49 CFR 173.xxx) : 242

Non-Fuming Pool Acid

35% Sulfuric Acid

Safety Data Sheet

- DOT Special Provisions (49 CFR 172.102) : A3 - For combination packaging, if glass inner packaging (including ampoules) are used, they must be packed with absorbent material in tightly closed metal receptacles before packing in outer packaging.
 A7 - Steel packaging must be corrosion-resistant or have protection against corrosion.
 B2 - MC 300, MC 301, MC 302, MC 303, MC 305, and MC 306 and DOT 406 cargo tanks are not authorized.
 B15 - Packaging must be protected with non-metallic linings impervious to the lading or have a suitable corrosion allowance.
 IB2 - Authorized IBCs: Metal (31A, 31B and 31N); Rigid plastics (31H1 and 31H2); Composite (31HZ1). Additional Requirement: Only liquids with a vapor pressure less than or equal to 110 kPa at 50 C (1.1 bar at 122 F), or 130 kPa at 55 C (1.3 bar at 131 F) are authorized.
 N6 - Battery fluid packaged with electric storage batteries, wet or dry, must conform to the packaging provisions of 173.159 (g) or (h) of this subchapter.
 N34 - Aluminum construction materials are not authorized for any part of a packaging which is normally in contact with the hazardous material.
 T8 - 4 178.274(d)(2) Normal..... Prohibited
 TP2 - a. The maximum degree of filling must not exceed the degree of filling determined by the following: (image) Where: tr is the maximum mean bulk temperature during transport, tf is the temperature in degrees celsius of the liquid during filling, and a is the mean coefficient of cubical expansion of the liquid between the mean temperature of the liquid during filling (tf) and the maximum mean bulk temperature during transportation (tr) both in degrees celsius. b. For liquids transported under ambient conditions may be calculated using the formula: (image) Where: d15 and d50 are the densities (in units of mass per unit volume) of the liquid at 15 C (59 F) and 50 C (122 F), respectively.
 TP12 - This material is considered highly corrosive to steel.
- DOT Packaging Exceptions (49 CFR 173.xxx) : 154
- DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27) : 1 L
- DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75) : 30 L
- DOT Vessel Stowage Location : B - (i) The material may be stowed "on deck" or "under deck" on a cargo vessel and on a passenger vessel carrying a number of passengers limited to not more than the larger of 25 passengers, or one passenger per each 3 m of overall vessel length; and (ii) "On deck only" on passenger vessels in which the number of passengers specified in paragraph (k)(2)(i) of this section is exceeded.
- Other information : No supplementary information available.

SECTION 15: Regulatory information

15.1. US Federal regulations

Sulfuric acid (7664-93-9)	
Listed on the United States TSCA (Toxic Substances Control Act) inventory	
Listed on the United States SARA Section 302	
Subject to reporting requirements of United States SARA Section 313	
SARA Section 302 Threshold Planning Quantity (TPQ)	1000
SARA Section 313 - Emission Reporting	1.0 % (acid aerosols including mists, vapors, gas, fog, and other airborne forms of any particle size)

15.2. US State regulations

Sulfuric acid (7664-93-9)
U.S. - Massachusetts - Right To Know List
U.S. - Minnesota - Hazardous Substance List
U.S. - New Jersey - Right to Know Hazardous Substance List
U.S. - Pennsylvania - RTK (Right to Know) List

Non-Fuming Pool Acid

35% Sulfuric Acid

Safety Data Sheet

SECTION 16: Other information

Full text of H-phrases:

Carc. 1A	Carcinogenicity Category 1A
Eye Dam. 1	Serious eye damage/eye irritation Category 1
Skin Corr. 1A	Skin corrosion/irritation Category 1A
H314	Causes severe skin burns and eye damage
H318	Causes serious eye damage
H350	May cause cancer

This information is based on our current knowledge and is intended to describe the product for the purposes of health, safety and environmental requirements only. It should not therefore be construed as guaranteeing any specific property of the product



ADDITIONAL REMARKS SCHEDULE

AGENCY Bowen, Miclette & Britt		NAMED INSURED Commercial Chemical Products, Inc. dba Poolsure 1707 Townhurst Dr. Houston TX 77043	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE**

Blanket additional insured Completed Operations per form #CG 20 37 04 13
Blanket waiver of subrogation per form #CG 24 04 05 09
Blanket primary/non-contributory per form #CG 20 01 04 13

Automobile:
Blanket additional insured per form #87950 10/05
Blanket waiver of subrogation per form #62897 6/95
Blanket primary/non-contributory per form #74445 10/99

Worker's Compensation:
Blanket waiver of subrogation per form #WC420304B

Umbrella:
Blanket additional insured per form #SU001 02/14
Blanket waiver of subrogation per form #SU085 02/14
RE: Sodium Hypochlorite, Sodium Bisulfite and Sulfuric Acid; Project #2016-08

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

- A. Section II - Who Is An Insured, is amended to include as an additional insured any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy. Such person or organization is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:
1. Your acts or omissions; or
 2. The acts or omissions of those acting on your behalf;
- in the performance of your ongoing operations for the additional insured.
- However, the insurance afforded to such additional insured:
1. Only applies to the extent permitted by law; and
 2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.
- A person's or organization's status as an additional insured under this endorsement ends when your operations for that additional insured are completed.
- B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:
- This insurance does not apply to:
1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of or the failure to render any professional architectural, engineering or surveying services.
 2. "Bodily injury" or "property damage" occurring after:
 - a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
 - b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.
- C. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:
- The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement you have entered into with the additional insured; or
2. Available under the applicable Limits of

Insurance shown in the Declarations;
whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
<p>ANY PERSON OR ORGANIZATION WHOM YOU BECOME OBLIGATED TO INCLUDE AS AN ADDITIONAL INSURED AS A RESULT OF ANY CONTRACT OR AGREEMENT YOU HAVE ENTERED INTO.</p>	<p>PER THE CONTRACT OR AGREEMENT.</p>
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>	

A. Section II - Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such addi-

tional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III - Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
 2. Available under the applicable Limits of Insurance shown in the Declarations;
- whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Commercial Chemical Products, Inc.
Houston, TX United States

Certificate Number:
2016-54505

Date Filed:
05/12/2016

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Seabrook

Date Acknowledged:

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

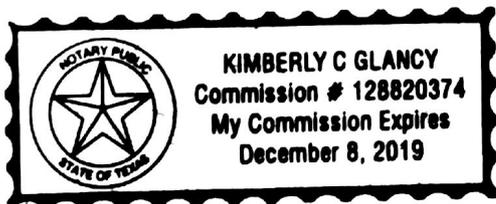
2016-08 Chemicals
Delivery of Sodium Hypochlorite, Sodium Bisulfite and Sulfuric Acid

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Falik, John	Houston, TX United States	X	

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



AFFIX NOTARY STAMP / SEAL ABOVE

John Falik

Signature of authorized agent of contracting business entity

Sworn to and subscribed before me, by the said John Falik, this the 12th day of May, 20 16, to certify which, witness my hand and seal of office.

Kimberly Glancy

Signature of officer administering oath

Kimberly Glancy
Printed name of officer administering oath

Texas Notary Public

Title of officer administering oath

1
2
3
4 The City Council of the City of Seabrook met in regular session on Tuesday, May 17, 2016 at
5 7:00 p.m. in Seabrook City Hall, 1700 First Street, Seabrook, Texas to discuss, consider and if
6 appropriate, take action on the items listed below.

7
8 **THOSE PRESENT WERE:**

- | | | |
|----|------------------------------------|---------------------|
| 9 | GLENN R. ROYAL | MAYOR |
| 10 | ROBERT LLORENTE | COUNCIL PLACE NO. 1 |
| 11 | MIKE GIANGROSSO – Ex. Abs. | COUNCIL PLACE NO. 2 |
| 12 | GARY JOHNSON | MAYOR PRO TEM & |
| 13 | | COUNCIL PLACE NO. 3 |
| 14 | MELISSA BOTKIN | COUNCIL PLACE NO. 4 |
| 15 | GLENN ADOVASIO – arrived at 7:04pm | COUNCIL PLACE NO. 5 |
| 16 | O.J. MILLER | COUNCIL PLACE NO. 6 |
| 17 | GAYLE COOK | CITY MANAGER |
| 18 | SEAN LANDIS | DEPUTY CITY MANAGER |
| 19 | STEVE WEATHERED | CITY ATTORNEY |
| 20 | ROBIN HICKS | CITY SECRETARY |

21
22 Mayor Royal called the meeting to order at 7:00 p.m. and led the audience in the United States
23 and Texas Pledge of Allegiance.

24
25 **1.0 PRESENTATIONS**

26
27 **1.1. Award for Valor**
28 **Presentation of Letter of Commendation to Officer James Hill for valor during car fire**
29 **rescue. (Wright)**

30
31 Police Chief, Sean Wright, stated that it was with great privilege and honor that he
32 presented the Letter of Commendation award to Officer James Hill. Seabrook Dispatch received
33 a call on a drunk driver. When Officer Hill arrived on scene the car was on fire, and the driver
34 was unresponsive. Officer Hill broke the window and removed the driver, saving his life.

35
36 Officer Hill stated that he was just the first officer to arrive, and any other officer would
37 have done the same thing.

38
39 Councilmember Miller explained that it is National Police Week, and asked everyone to
40 turn on their headlights when they drive this week to honor local officers and those who have
41 given their life in the line of duty.

42
43

44 **1.2. Motorcycle Safety Awareness Month**

45 **Presentation of Proclamation declaring May as Motorcycle Safety Awareness Month.**

46 **(Royal)**

47

48 Mayor Royal presented the proclamation to a group of motorcycle drivers in the
49 audience. Mayor Royal stated that he is a motorcycle driver as well, thanked the other drivers
50 for coming to Seabrook, and reiterated that Seabrook always wants motorcycle drivers here. A
51 representative from the drivers present asked everyone to please look out for motorcycle drivers,
52 please put cell phones down, and keep your eyes forward and your hands on the wheel.

53

54 **1.3. Public Works Week**

55 **Presentation of Proclamation declaring May 15-21 as Public Works Week. (Royal)**

56

57 Mayor Royal presented and read the proclamation to Director of Public Works, Arthur
58 Chairez. The Communications Department is putting out pictures of Public Works workers this
59 week to the community. Mr. Chairez reminded everyone that Public Works employees are
60 available 24 hours a day, 365 days per year.

61

62 **2. PUBLIC COMMENTS AND ANNOUNCEMENTS – No speakers came forward to**
63 **speak.**

64

65 **2.1. Mayor, City Council and/or members of the city staff may make announcements**
66 **about city/community events. (Council)**

67

68 Councilmember Llorente announced several events, including a Hurricane Preparedness
69 workshop; the Memorial Day Veterans' Parade; the one-day pool opening on Memorial Day;
70 The Bay Area Galveston Power Breakfast; the official pool opening on June 7; the workshop on
71 storm protected hosted by Representatives Wayne Smith and Larry Taylor; and the next
72 Seabrook Association meeting where Seabrook Building Official Nick Kondejewski will speak
73 on building codes and necessities for building construction.

74

75 **3. CONSENT AGENDA**

76 **Council will discuss, consider and if appropriate, take action on the items listed below.**

77

78 **3.1. Mutual Aid Agreement**

79 **Approve a renewal of the current Mutual Aid Agreement between the City of Seabrook**
80 **and NASA/JSC for the reciprocal utilization of the Emergency Operations Centers located**
81 **in the City of Seabrook and the NASA Lyndon B. Johnson Space Center (JSC). (Galyean)**

82

83 **3.2. Auction**
84 **Approve the Annual Surplus Auction list. (Padgett)**

85
86 **3.3. 2015 Racial Profile Report**
87 **Accept the 2015 Racial Profile Report. (Wright)**

88
89 **3.4. Removed from the Consent Agenda by the City Manager**

90
91 **3.5. Removed from the Consent Agenda by the Mayor**

92
93 **3.6. Monthly Building Department Report**
94 **Approve the Monthly Building Department Report for April 2016. (Landis)**

95
96 **3.7. Excused Absence**
97 **Approve an excused absence for Melissa Botkin for the April 19, 2016 regular City Council**
98 **meeting. (Hicks)**

99
100 **3.8. Minutes - April 5, 2016**
101 **Approve the minutes of the April 5, 2016 regular City Council meeting. (Hicks)**

102
103 **3.9. Minutes - April 19, 2016**
104 **Approve the minutes of the April 19, 2016 regular City Council meeting. (Hicks)**

105
106 **END OF CONSENT AGENDA**

107
108 Motion was made by Councilmember Llorente and seconded by Councilmember Botkin

109
110 To approve the Consent Agenda, with the exception of items 3.4 and 3.5, which were removed
111 from the Consent Agenda by the City Manager and the Mayor.

112
113 MOTION CARRIED BY UNANIMOUS CONSENT

114
115
116
117 **THIS SPACE INTENTIONALLY LEFT BLANK**

118
119
120
121

122
123
124
125
126
127
128
129
130
131
132
133
134
135
136
137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160

3.4 Memorial Day Parade

Approve Parade Permit for a Memorial Day Parade on Monday, May 30, beginning at 11:00am, from the Community House parking lot, down Cook Street, to Main, down Main to the Veteran's Memorial. Supporting documentation and fees have not been submitted at the time of posting of the agenda. (Hicks)

Gayle Cook, City Manager, stated that the City is waiting on a couple of items from the organizer. Mr. Joe Machol explained that he is still working with vendors to obtain the required port-a-potties and the insurance.

Motion was made by Councilmember Llorente and seconded by Councilmember Johnson

To approve a Parade Permit for a Memorial Day Parade on Monday, May 30, beginning at 11:00am, from the Community House parking lot, down Cook Street, to Main, down Main to the Veteran's Memorial, pending receipt of the required supporting documentation.

MOTION CARRIED BY UNANIMOUS CONSENT

3.5 Monthly Public Safety Report

Approve the Monthly Public Safety Report for April 2016. (Wright)

Mayor Royal asked why the report shows 24 traumas/gunshot/stabbings during the month of April. Police Chief Wright stated that CLEMC turns in the numbers on EMS calls and the way their system codes certain activities, they fall under trauma/gunshot/stabbing. This code is not reflected under the required crime statistics reporting.

Motion was made by Councilmember Johnson and seconded by Councilmember Llorente

To approve the Monthly Public Safety Report for April 2016.

MOTION CARRIED BY UNANIMOUS CONSENT

161 **4. NEW BUSINESS**

162 **Council will discuss, consider and if appropriate, take action on the items listed below.**

163
164 **4.1. Asparagus Group Agreement Addendum**
165 **Consider, discuss, and authorize approval of or take action on Addendum 2016 to the**
166 **Agreement between the City of Seabrook, the Seabrook Economic Development**
167 **Corporation, and the Asparagus Group, LLC, to allow for an additional extension of time**
168 **to complete construction of the improvements. (Chavez)**

169
170 Motion was made by Councilmember Llorente and seconded by Councilmember Miller

171
172 To approve Addendum 2016 to the Agreement between the City of Seabrook, the Seabrook
173 Economic Development Corporation, and the Asparagus Group, LLC, to allow for an additional
174 extension of time to complete construction of the improvements.

175
176 MOTION CARRIED BY UNANIMOUS CONSENT

177
178 **4.2. Interlocal Agreement for Cooperative Purchases**
179 **Consider, discuss, and authorize approval of or take action on an Interlocal Agreement**
180 **between the City of Seabrook and the City of Frisco for cooperative purchases for**
181 **the Police Department, and authorize the City Manager to execute same. (Wright)**

182
183 Police Chief Wright explained that in order to purchase new uniforms without going
184 through the bidding process, a cooperative purchase agreement is required. The vendor is new to
185 Harris County, but is committed to this area. Seabrook will receive better pricing through this
186 cooperative.

187
188 Motion was made by Councilmember Llorente and seconded by Councilmember Adovasio

189
190 To approve an Interlocal Agreement between the City of Seabrook and the City of Frisco for
191 cooperative purchases for the Police Department, and authorizing the City Manager to execute
192 the agreement.

193
194 MOTION CARRIED BY UNANIMOUS CONSENT

195
196
197
198
199

200 **4.3. Seabrook Economic Development Corporation (SEDC) Board appointments**
201 **Consider, discuss, and authorize approval of or take action on appointment/re-**
202 **appointment of citizen SEDC members for two year terms to expire in May 2018. Current**
203 **members are Gary Bell, Terry Chapman, Ernest Davis, Paul Dunphey, and Brenda**
204 **Veseleny. (Royal)**

205
206 Motion was made by Councilmember Llorente and seconded by Councilmember Adovasio
207
208 To approve the re-appointment of SEDC members Gary Bell, Terry Chapman, Ernest Davis,
209 Paul Dunphey, and Brenda Veseleny for a two year term to expire in May 2018.

210
211 MOTION CARRIED BY UNANIMOUS CONSENT
212

213 **4.4. Mayor Pro Tem**
214 **Consider, discuss, and authorize approval of or take action on the appointment of the**
215 **Mayor Pro Tem for 2016/17. (Council)**

216
217 Councilmember Llorente nominated Councilmember Johnson for Mayor Pro Tem
218
219 Councilmember Adovasio nominated Councilmember Miller for Mayor Pro Tem
220

221 The Mayor stated he is not involved, and the decision is made by Council after discussion
222 amongst themselves.

223
224 A roll call vote was taken as follows:
225 Llorente – Johnson
226 Johnson – Johnson
227 Adovasio – Miller
228 Miller – Miller
229 Botkin flipped a coin, and Miller won the nomination for Mayor Pro Tem for 2016/17.

230
231
232
233
234
235 **THIS SPACE INTENTIONALLY LEFT BLANK**

236
237
238

239 **4.5. Council appointments as representatives**
240 **Consider, discuss, and authorize approval of or take action on selection/appointment of**
241 **Councilmembers as representatives and/or members of various organizations. (Council)**
242

243 The Mayor asked if everyone wanted to remain as liaison to their current organizations,
244 and the discussion, nominations, and voting were as follows:

- 245
- 246 Bay Area Houston Convention and Visitors Bureau – Giangrosso and Adovasio
- 247 Bay Area Houston Economic Partnership – Llorente and Johnson
- 248 Bay Area Houston Transportation Partnership – Llorente
- 249 Clear Lake Emergency Medical Corps – Johnson, Miller and Adovasio
- 250 Economic Alliance Port Region – Botkin and Royal
- 251 Galveston Bay Foundation – Miller
- 252 Hotel Tax Liaison Committee – Giangrosso and Adovasio
- 253 Houston Galveston Area Council - Royal and Johnson
- 254 Seabrook Economic Development Corporation – Llorente
- 255

256 **EXECUTIVE SESSION**

257 At 7:30 p.m. Mayor Royal announced that the City Council will now hold a closed executive
258 meeting pursuant to the provisions of the Open Meetings Act, Chapter 551 Government Code,
259 and Vernon’s Texas Codes Annotated, in accordance with the authority contained in Sections
260 551.071 and 551.072, Consultation with an Attorney and Deliberation Regarding Real Property.

261

262 **OPEN MEETING**

263 At 8:22 p.m. Mayor Royal reconvened the meeting in open session and stated that item 4.6 and
264 5.1 had been discussed, but that no action had been taken in executive session.

265

266 **4.6. Bid Award and Contract with Crain Group, LLC**

267 **Consider, discuss, and authorize approval of or take action on Bid Award for Project 2016-**
268 **04, Public Works and Animal Control Complex; Execution of a Construction Contract**
269 **with Crain Group, LLC, in an amount not to exceed \$6,470,000.00 (Base Bid + Alternate**
270 **Bid 2: Canopy + Alternate Bid 8: Generator); and associated Budget Supplement 2016-03,**
271 **in the amount of \$377,559. (Chairez)**

272

273 Jeff Gerber, Architect with PGAL, stated that when the project went out for bid the first
274 time, all bids were over budget; therefore, the project was repackaged with the scope refined, and
275 the second time it went for bid, the City received two good bids on March 31, 2016, from two
276 qualified contractors. PGAL, as the architect on the project, recommends contracting with the
277 Crain Group, LLC.

278

279 Arthur Chairez, Director of Public Works, gave a brief history of the project, stating that
 280 the Council passed Resolution 2011-22 in November 2011 to start the project. PGAL was
 281 awarded the design contract in 2012 through the Request for Qualifications (RFQ) process. The
 282 City called a bond election in 2014 and Proposition 1 passed for the construction of a Public
 283 Works and Animal Control Adoption Center. In November of 2015, a notice to bidders was
 284 published and the City received six bids with the highest bid being \$8.6 million and the lowest
 285 bid coming in at \$7.2 million. All bids were over budget. Council rejected all bids and
 286 authorized a re-bid. The current bid package includes a bid for base facility construction plus
 287 alternate options for adding various items on to the base facility.
 288

289 Gayle Cook, City Manager, explained that the low bidder submitted the following costs
 290 for base bid plus alternates:
 291

Base Bid	\$5,650,000
Alternate 1: (2) Metal Buildings	\$320,000
Alternate 2: Vehicle Canopy & Paving	\$585,000
Alternate 3: Add Paving	\$120,000
Alternate 4: Add Paving	\$90,000
Alternate 7: Epoxy Resinous Floor	\$40,000
Alternate 8: Generator	\$235,000
Alternate 9: LED Lighting	\$76,000

292
 293 The Base Bid encompasses the administration building, the main parking, the metal
 294 buildings, and the wrap around to the fuel station. The alternates are as follows:
 295

296 **Alternate 1 – (2)Buildings:** Provide 42’ long building expansion to building “A”.
 297 Provide 41’ long building expansion to building “B”. Provide mezzanine in building “B”. The
 298 base bid shall not include any of these improvements. The base bid shall include crushed stone
 299 under buildings included in this alternate.

300 **Alternate 2 (Essential) – Canopy:** Provide vehicle canopy and vehicle wash. Provide
 301 concrete paving. The base bid will include “as is” site conditions under pavement and Vehicle
 302 Canopy included in the Alternate.

303 **Alternates 3 & 4 – Paving**

304
 305 **Alternate 7 – Epoxy Resinous Floor** in the front room of the Animal Control Complex
 306

307 **Alternate 8 (Essential) – Generator:** Furnish and install 500 KW natural gas generator.
 308 Staff thought the City could get a generator at a substantial savings through a
 309 Cooperative Agreement with the State, but that was not the case.

310 **Alternate 9 - LED lighting**

311

312 The bond issue that passed in 2014 was \$6,850,000:

- 313 • \$50,000 Issuance Fees
- 314 • \$5,562,295 Construction (with Escalation)
- 315 • \$424,117 Soft Costs
- 316 • \$530,146 Contingency (10%)
- 317 • \$265,073 Furniture, Fixtures & Equip

318 The following scenarios show the amount of funds that would be needed over and above

319 the approved bond issue construction budget plus the entire 10% contingency funding:

320

321 Scenario #1 = Base Bid + Generator

322 BASE BID +ALTs	\$5,885,000
323 Construction Funds	\$5,562,295
324 Contingency	<u>\$ 530,146*</u>
325	+ \$ 207,441

326 Scenario #2 = Base Bid + Generator + Building Additions

327 BASE BID +ALTs	\$6,205,000
328 Construction Funds	\$5,562,295
329 Contingency	<u>\$ 530,146*</u>
330 FUNDS NEEDED	\$ 112,559

331

332 Scenario #3 = Base Bid + Generator + Canopy

333 BASE BID +ALTs	\$6,470,000
334 Construction Funds	\$5,562,295
335 Contingency	<u>\$ 530,146*</u>
336 FUNDS NEEDED	\$ 377,559

337

338 Scenario #4 = Base Bid + Generator + Canopy +Buildings

339 BASE BID +ALTs	\$6,790,000
340 Construction Funds	\$5,562,295
341 Contingency	<u>\$ 530,146*</u>
342 FUNDS NEEDED	\$ 697,559

343

344 The ending General Fund Balance is \$7,127,803 with

345 25% Required Reserve \$2,429,786 and

346 Port \$1,600,000 leaving

347 Unreserved Fund Balance \$3,098,017

348 If Scenarios 2, 3, or 4 were approved, any additional funds needed would be taken from the
349 unreserved fund balance of \$3,098,017.

350

351 Councilmember Johnson explained that if the City tried to go back and build some of the
352 alternates later, the cost would be about 50% higher, and because of some of the unknowns with
353 the Highway 146 expansion project, the City may not have the funds to go back later and add
354 some of the alternates. It would be prudent, and the City would benefit from, going ahead with
355 the alternates today. Mr. Chairez explained that going back later to add paving (Alternates 3 &
356 4) and add LED lighting (Alternate 9) would be easy. The paving could be added to any other
357 paving project the City might complete. Councilmembers discussed going ahead and adding
358 Alternate 9 for LED lighting, because the cost is \$76,000.

359

360 Motion was made by Councilmember Johnson and seconded by Councilmember Llorente

361

362 To approve the Bid Award for Project 2016-04, Public Works and Animal Control
363 Complex; approve execution of an AIA Construction Contract, with Crain Group, LLC, which
364 contract will be amended to include Alternate 9, as was requested be added to the contract by
365 Council, in an amount not to exceed \$6,866,000.00 for the Base Bid + Alternate 1 (Metal
366 Buildings), Alternate 2 (Canopy), Alternate 8 (Generator), and Alternate 9 (LED Lighting);
367 require the submission of the entire insurance policy and bonding documents for the City files;
368 and approve the associated Budget Supplement 2016-03, in the amount of \$776,000.

369

370 MOTION CARRIED BY UNANIMOUS CONSENT

371

372 **6.1. Agreement for Market Study**

373 **Consider, discuss, and authorize approval of or take action on a proposal and service**
374 **agreement with DP Consulting for a Market Study for a Full Service Hotel and Conference**
375 **Center, in the amount of \$19,975.00, and authorize City Manager to sign same. Funding is**
376 **recommended from the Hotel Occupancy Tax Fund. (Cook)**

377

378 Motion was made by Councilmember Llorente and seconded by Councilmember Miller

379

380 To approve a proposal and service agreement with DP Consulting for a Market Study for a Full
381 Service Hotel and Conference Center, in the amount of \$19,975.00, pending review by the City
382 Attorney, authorizing the City Manager to sign the service agreement, and approving funding
383 from the Hotel Occupancy Tax Fund.

384

385 MOTION CARRIED BY UNANIMOUS CONSENT

386

387 **7. ROUTINE BUSINESS**

388 **Council will discuss, consider and if appropriate, take action on the items listed below.**

389

390 **7.1. Approve the Action Items Checklist which is attached and made a part of this**
391 **Agenda. (Council)**

392

393 TXDOT (146) – Gayle Cook, City Manager, stated staff attended a meeting recently and
394 learned that a property owner has received an offer letter, so the process has begun and is
395 definitely moving forward. The Mayor has spoken with several key individuals and TXDOT has
396 set aside \$200 million and progress is being made. TXDOT continues to negotiate with Union
397 Pacific.

398

399 Strategic Plan – the Monroe Field Splash P is having tremendous success. It was full last
400 weekend, and there have been no negative comments on social media. Everyone seems to be
401 extremely happy. The pool will open on Memorial Day for one day, then open for the summer
402 on June 7. Staff will bring a CIP review to Council soon, and at that time parking at the splash
403 pad can be discussed.

404

405 Project updates – no updates at this time.

406

407 Motion was made by Councilmember Botkin and seconded by Councilmember Miller to approve
408 the Action Items Checklist.

409

410 MOTION CARRIED BY UNANIMOUS CONSENT

411

412 **7.2. Establish future meeting dates and agenda items, including dates for budget**
413 **meetings. (Council)**

414

415 Council is on its regular meeting schedule, and there will be several upcoming special
416 meetings for budget item reviews.

417

418 Upon motion duly made and seconded, Mayor Royal adjourned the meeting at 8:40 p.m.

419

420 Approved this 7th day of June 2016.

421

422

423

424

425

426

427

Glenn Royal, Mayor

Robin Hicks, TRMC
City Secretary

**CITY OF SEABROOK
ORDINANCE NO. 2016-14**

AN ORDINANCE AMENDING CHAPTER 90 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED “TRAFFIC AND VEHICLES,” ARTICLE III, “STOPPING, STANDING, AND PARKING,” DIVISION 1, “GENERALLY,” TO UPDATE AND FURTHER CLARIFY SECTION 90-61 CURRENTLY ENTITLED, “PARKING PROHIBITED SIGNS;” BY ADDING NEW PROVISIONS AND REVISING TITLE TO “NO PARKING – DESIGNATION GENERALLY;” BY ADDING A NEW SECTION 90-80, “SCHEDULE I – NO PARKING ZONES”; PROVIDING FOR A PENALTY IN AN AMOUNT OF NOT MORE THAN TWO HUNDRED DOLLARS (\$200.00) FOR VIOLATION OF ANY PROVISIONS HEREOF BY INCLUSION INTO THE CODE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR NOTICE.

WHEREAS, the City Council of the City of Seabrook has attempted to be continually aware of the problems and issues relating to hazards, nuisances and other circumstances which negatively impact the health, safety and well-being of its residents, citizens and inhabitants; and

WHEREAS, City Council has determined it necessary to prohibit the obstruction, blockage and related parking issues in the interest of public safety by updating and revising Section 90-61 to address no parking designation generally, and by adding a new Section 90-80 to specifically designate no parking zones;

NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SEABROOK, TEXAS, AS FOLLOWS:

SECTION 1. FINDINGS OF FACT.

The facts and matters set forth in the preamble of this Ordinance are hereby found to be true and correct.

SECTION 2. AMENDMENT TO THE CODE.

That Chapter 90 entitled, “Traffic and Vehicles,” Article III, “Stopping, Standing, and Parking,” Division 1, “Generally” be amended by revising section 90-61 to amend title to, “No Parking- Designation Generally” as follows:

46 **“Sec. 90-61. [Parking Prohibited Signs] No Parking – Designation Generally**

47 ~~[There shall be installed at such points on streets and rights of way in the city, as may be directed~~
48 ~~by the city council, appropriate signs notifying drivers of vehicles that parking is prohibited.~~
49 ~~Such signs may include additional notice of tow-away zone, but such additional notice shall not~~
50 ~~be required. Whenever any such sign has been erected, it shall be unlawful for the driver or~~
51 ~~operator of any vehicle to park contrary to such sign. Each day or part of a day that prohibited~~
52 ~~parking continues shall constitute a separate offense.]~~

53 (Code 1976, § 16-18.1; Code 1996, § 70-61)

54
55 (a) Traffic-control signs, signals, devices and markings heretofore placed or erected by the
56 police department or department of community development and now in use for the purpose of
57 regulating, warning or guiding traffic are hereby affirmed, ratified and declared to be official
58 traffic-control devices, provided that these traffic-control devices are not inconsistent with the
59 provisions of state law or this chapter.

60
61 (b) The Uniform Act Regulating Traffic on Highways regulating the stopping, standing or
62 parking of vehicles shall be applicable upon all streets and highways within the city, and it shall
63 be unlawful for any person to allow, suffer or permit any vehicle registered in his/her name to
64 stand or be parked in or upon any street or highway in the city in violation of any of the
65 provisions of this chapter regulating stopping, standing or parking of vehicles.

66
67 (c) The city council may authorize portions of streets, sidewalks, curbs, alleys and parking
68 lots, public and private, to be painted or marked, including sign placement as an indication of
69 specific areas where parking is prohibited for the purpose of traffic control in the interest of
70 safety. All such areas shall be painted or marked in accordance with the standards established in
71 the Texas Manual on Uniform Traffic Control Devices as amended.

72
73 (d) It shall be unlawful for any person to permit a vehicle to stand or be parked at a location
74 or during the times where signs or markings prohibit such standing or parking.

75
76 (e) Unauthorized use of parking spaces designated for the exclusive use of vehicles transporting
77 persons with disabilities shall be unlawful and shall be punished as provided by Chapter 681 of
78 the Texas Transportation Code.

79
80 (f) It shall be unlawful for any person to allow towed vehicles, including trailers, mobile
81 homes, boat trailers, boats, boat rigging, carts, motor homes, recreational vehicles or camper to
82 stand, be parked, or stored in any street or right of way or on lawns between the actual front line
83 of any structure and the street (or in the case of a corner lot, between the construction line of any
84 structure of street) or as otherwise prohibited by Section 90-70. Nothing herein shall prohibit
85 parking on an existing privately owned paved or unpaved driveway.

86
87 (g) The police department may remove from the streets, alleys, sidewalks and public ways of
88 the city all motor vehicles which are illegally parked in violation of any ordinance of the city or
89 of the laws of the state.

91 (h) It is an affirmative defense to an offense under this section if such stopping, standing or
 92 parking has prior approval of the city manager or chief of police and approval of the city council.

93
 94 (i) It is an affirmative defense under this section that the parking or standing was necessary
 95 to avoid conflict with other traffic, or at the directions of a police officer or otherwise in
 96 compliance with law.

97
 98 **“Sec. 90-80. Schedule I: No Parking Zones**

99
 100 There shall be installed at such points on streets and rights-of-way in the city, as may be
 101 directed by the city council, appropriate signs or markings designating “No Parking Any Time”
 102 or related prohibitions, which shall be installed at the locations as listed. Such signs may include
 103 additional notice of tow-away zone, but such additional notice shall not be required. Whenever
 104 any such sign has been erected, it shall be unlawful for the driver or operator of any vehicle to
 105 park contrary to such sign. Each day or part of a day that prohibited parking continues shall
 106 constitute a separate offense.

107
 108 The parking prohibition provided in this section shall not be in effect until appropriate
 109 signs or markings have been provided at the location giving notice to motorists. The city
 110 manager, chief of police or their authorized representative is directed to cause such signs to be
 111 erected or appropriate markings to be made on the curbs at such locations in accordance with the
 112 Texas Manual for Traffic Signs and Signals.

113

STREET	EXACT LOCATION	TIME
10th Street	At any point on 10th Street, including no parallel parking within McHale Park Parking Area	No parking at any time
Waterfront Dr.	0 Blk- 699 Blk at the intersection with Todville Road southeast to the end of 11th Street at the Point	No parking at any time
Bahama Drive	1500 Blk to 1900 Blk on the east side between Aspen Lane and El Mar Lane	No parking at any time
Bath Avenue	100 Blk to 300 Blk between 10th Street and 12th Street	No parking at any time
Cook Street	1200 Blk to 1400 Blk on either side of Cook St	
Ellis Avenue	100 Blk (Unimproved Surface) From Waterfront Dr southwest to the end of Ellis Avenue	No parking at any time
Hardesty	1000 Blk on the west side between 3rd Street and 4th Street	No parking at any time

Lakeside Drive	In its entirety, EXCEPT vehicles shall be allowed to park on the east side between NASA Parkway and Sawyer Drive	No parking between 6:00 a.m. and 6:00 p.m.
Larrabee	In its entirety from NASA Parkway north to its end	No parking at any time
Main Street	1500 Blk to 1800 Blk, between SH 146 and N. Meyer	No parking at any time
N. Meyer	500 Blk to 2000 Blk between State Highway 146 and E. Meyer	No parking at any time
Old SH 146	At any point	No parking at any time
State Highway 146	From the northern city limit extending south to the southern city limit	No parking at any time
Todville Road	1100 Blk – 1200 Blk on either side of Todville Road	No parking at any time
W. Respdorph Road	At any point	No parking at any time

114
115
116
117
118
119
120
121
122
123
124
125
126
127
128
129
130
131
132
133
134
135
136

SECTION 3. PENALTY CLAUSE; INCLUSION INTO THE CODE.

This Ordinance is hereby incorporated into and made a part of the Seabrook City Code. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not more than Two Hundred Dollars (\$200.00) per offense. Each day of violation shall constitute a separate offense.

SECTION 4. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 5. SEVERABILITY.

In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

137
138
139
140
141
142
143
144
145
146
147
148
149
150
151
152
153
154
155
156
157
158
159
160
161
162
163
164
165
166
167
168
169
170

SECTION 6. NOTICE BY PUBLICATION

The City Secretary shall give notice of the enactment of this Ordinance by promptly publishing it or its descriptive caption and penalty after final passage in the official newspaper of the City; the Ordinance to take effect upon publication.

PASSED AND APPROVED on first reading this _____ day of June, 2016.

PASSED AND APPROVED on second and final reading this _____ day of June, 2016.

By: _____
Glenn Royal
Mayor

ATTEST:

By: _____
Robin Hicks, TRMC
City Secretary

Approved as to form:

Steven L. Weathered
City Attorney

**CITY OF SEABROOK
ORDINANCE NO. 2016-15**

**UPDATE RULES OF PROCEDURE
FOR CITY COUNCIL AGENDAS AND MEETINGS**

AN ORDINANCE AMENDING CHAPTER 2 OF THE CODE OF ORDINANCES OF THE CITY OF SEABROOK, ENTITLED “ADMINISTRATION,” ARTICLE II, “CITY COUNCIL,” DIVISION 2, “RULES OF PROCEDURE,” SECTION 2-47(6), “AGENDA; ESTABLISHING”, SECTION 2-48(3) AND SECTION 2-48(6)(d), “ORDER OF BUSINESS”, SECTION 2-54, “CONFORMANCE WITH THE CITY CHARTER”, AND ARTICLE IV, “ORDINANCES”, SECTION 2-96, “INTRODUCTION OF ORDINANCES” AND SECTION 2-99, “VOTE ON FINAL PASSAGE” BY UPDATING THE REFERENCES TO SPECIFIC SECTIONS TO CORRESPOND WITH RECENT AMENDMENTS OF THE CITY’S CHARTER; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Seabrook City Council, employees, citizens and the general public are currently governed by rules of procedure for the preparation of city council agendas and the conduct of city council meetings as contained in the Code of the City of Seabrook, Chapter 2, Article II, Division 2, entitled “Rules of Procedure”; and

WHEREAS, the Seabrook City Council, employees, citizens and the general public are currently governed by rules of procedure for introduction of ordinances for consideration by City Council as contained in the Code of the City of Seabrook, Chapter 2, Article IV, entitled “Ordinances”; and

WHEREAS, the Seabrook Charter was amended by a majority of the voters at the May 9, 2015 Special City Election which resulted in the renumbering of some sections in Articles II and IV of the Seabrook Charter; and

WHEREAS, the references in the Code of Ordinances to specific sections of the City Charter should be updated so that any person reviewing the Code of Ordinances will be able to easily reference the correct section of the City Charter for proper reference; now, therefore,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF SEABROOK, STATE OF TEXAS:

SECTION 1. AMENDMENT TO THE CODE

That Chapter 2 entitled, "Administration," Article II, "City Council", Division 2, "Rules of Procedure", Section 2-47(6), "Agenda; Establishing", Section 2-48(3) and Section 2-48(6)(d), "Order of Business", and Section 2-54, "Conformance with the City Charter" and Article IV, "Ordinances", Section 2-96, "Introduction of Ordinances" and Section 2-99, "Vote on Final Passage" of the Code of the City of Seabrook be amended as follows:

Sec. 2-47. - Agenda; establishing.

Placing items on the agenda. Placing items on the agenda shall be accomplished as follows:

- (6) Emergency items may be added if it is posted for at least two hours before the meeting is convened. Emergency items are defined as those items which constitute an emergency or an urgent public necessity for which immediate action is required because of an imminent threat to public health or safety or a reasonably unforeseen situation, as provided by law. Conditions for adding emergency ordinances are specifically defined in the Charter, section [~~2-14~~] 2.12, and V.T.C.A., Government Code §§ 551.045 and 551.047.

(Ord. No. 2010-16, § 1, 7-20-2010)

Sec. 2-48. - Order of business.

The agenda for meetings of the city council shall be divided into the following categories of business. Absent direction from city council, the city secretary shall prepare the agenda in the order listed below. The council may by majority vote establish alternative order of business categories for future council meetings. The city secretary shall then prepare an amending ordinance reflecting the amended agenda order. The mayor with a majority consensus of council may suspend the rules and change the order of business at any meeting of the city council for the accommodation of citizens, visitors and guests. In addition, the city council, by majority vote shall have the right to change the order of the agenda at any meeting. The mayor shall have the right to change the order of individual agenda items within each category of business during the draft agenda review process detailed in subsection 2-47(4) above.

- (3) *Public comments and announcements.* This time shall be used to hear public comment and any announcements of interest to the public or to the council. Comments shall be limited to city business or city-related business or matters of general public interest and shall not include any personal attacks. Persons or organizations who want to make comments or presentations to the council are required to register with the city secretary, up to the time the council meeting convenes, stating name, address and subject of presentation or comment. A registration form will remain in the lobby of city hall for this purpose. Each speaker shall clearly state his or her name and address to facilitate accurate recording, of which shall become part of the written minutes. The category of "Public Comments and Announcements" shall be included on every

regular and special council agenda, in accordance with the City Charter, section [~~2.12~~] 2.10 which provides that the public shall be given the opportunity to speak at every council meeting in accordance with procedures established by city council.

The item titled "Mayor, City Council and/or members of city staff may make announcements about city/community events" shall be a standing item under Public Comments and Announcements.

- (6) *Consent agenda.* The consent agenda may consist of items about which no controversy or need for discussion is anticipated. All consent agenda items are considered to be routine by the city council and will be enacted by one motion. There will be no separate discussion of these items unless a councilmember, city manager, city attorney or city secretary so requests, in which event the item will be removed from the consent agenda and considered immediately following the Consent Agenda. Complete written explanations and documentation must be submitted to the city secretary before any item will be placed on the consent agenda by the time established for placing items on the regular agenda as stated in subsection 2-47(1). Items which may be placed in the consent agenda are as follows:

- a. Approve minutes of regular and special council meetings.
- b. Receive written reports from individual councilmembers, city manager, city engineer, auditor or other professionals hired by the city and/or city directors. City boards/commissions may also submit minutes and written reports.
- c. Establish specific dates for future meetings and public hearings. Alternatively, this item may be placed under "Routine Business."
- d. Consider and approve second readings of proposed ordinances. Ordinance readings can be no closer than two weeks apart in accordance with the City Charter, article II, subsection [~~2.13(a)~~] 2.11(b) the reading aloud of the title and caption of the ordinance at each reading shall suffice as the reading of the entire ordinance, subject to the requirements of the Charter, subsection 2.11(d).

(Ord. No. 2010-16, § 1, 7-20-2010; Ord. No. 2011-21, § 1, 11-15-2011)

Sec. 2.54. - Conformance with the city Charter.

Rules of procedure concerning agendas and meetings are also included in the Seabrook Charter, particularly in article II, sections 2.10 ~~-2.13~~ [~~2.11, 2.12, and 2.13~~]. Conformance with these rules and procedures must be maintained. If the rules in this division conflict with the Charter, the Charter shall prevail.

(Ord. No. 2010-16, § 1, 7-20-2010)

Sec. 2-96. - Introduction of ordinances.

Any member of the city council, the city manager, city secretary or member of a city board or commission may offer ordinances for consideration by the city council, but must in all cases follow the rules as set forth in the city Charter, sections 2.10 – 2.13[2.15], and Code section 2-47[(a)].

(Code 1976, § 2-62(a); Code 1996, § 2-96)

Sec. 2-99. - Vote on final passage.

A vote on the passage of any proposed ordinance or amendment can be taken immediately after the second [~~third~~] reading and at the same meeting unless otherwise provided by Charter or herein.

(Code 1976, § 2-6; Code 1996, § 2-99)

SECTION 2. REPEAL OF CONFLICTING ORDINANCES.

All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

SECTION 3. SEVERABILITY.

In the event any clause, phrase, provision, sentence, or any part of this Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Seabrook, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this _____ day of _____, 2016.

PASSED, APPROVED, AND ADOPTED on second and final reading this _____ day of _____, 2016.

By: _____
Glenn Royal, Mayor

ATTEST:
By: _____
Robin Hicks, TRMC
City Secretary

Approved as to form:

Steven L. Weathered, City Attorney

**SEABROOK ECONOMIC DEVELOPMENT CORPORATION
RESOLUTION 2016-01/EDC**

EDC INCENTIVES POLICY

* * * * *

WHEREAS, on January 18, 1992, the voters of the City of Seabrook authorized the City of Seabrook to adopt a one-half cent sales and use tax to pay for the costs of projects authorized by Chapters 501, 502, and 505 of the Texas Local Government Code, and to pay for the principal and interest of bonds or other obligations issued to pay the costs of such projects; and

WHEREAS, the Seabrook Economic Development Corporation (“EDC”) was established to oversee the expenditures of these tax monies and bylaws were established for the operation of the EDC; and

WHEREAS, EDC has analyzed potential incentive programs available under state law to assist it in attracting businesses, creating jobs, and assisting in other statutorily authorized economic development programs; and

WHEREAS, EDC has evaluated incentive program funding for its current Fiscal Year 2016-2017 budget; and

WHEREAS, EDC has allocated funding and memorialized incentive program funding options by resolution since Fiscal Year 2008-09, the first year it adopted such measures;

NOW THEREFORE, BE IT RESOLVED BY THE SEABROOK ECONOMIC DEVELOPMENT CORPORATION BOARD OF DIRECTORS:

Section 1. That EDC will undertake to establish one or more economic development incentive programs and expenditures in accordance with the City of Seabrook’s and the EDC’s economic development goals and adoption of relevant policies for each program, state law, including but not limited to Chapters 501, 502, and 505 Texas Local Government Code (the Development Corporation Act) and to the extent EDC is authorized to expend funds in such a program, as established by the Texas Local Government Code Chapter 380 and Seabrook City Council, as appropriate.

Section 2. That the following incentives are approved by the Board of Directors, and are designed to provide guidance to the EDC Director in his negotiations with potential economic development clients. All requests for incentives shall come back to the Board for consideration, and shall be in an amount or amounts which will not exceed the total approved appropriation for Economic Development Incentive Programs, Budget Line Item 707-5620, in the amount as shown in the final budget following

adoption by the Board of Directors and City Council for the then-current fiscal year, including amendments.

The incentives identified and approved by the Board of Directors include:

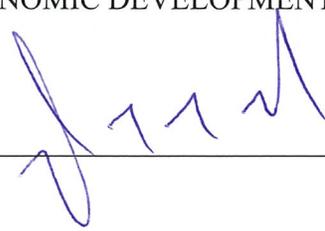
- Redevelopment and Revitalization of Facilities and Sites in Commercial Hubs,
- Façade Improvement Grant Program,
- Assistance in proposed or approved Special Districts,
- Revolving Loan Program and/or Grants for Business Retention and Expansion activities,
- Business Development Incentives, and
- Site Development/acquisition.

Section 3. That this Resolution be reviewed annually and attached as written or as it may be revised to subsequent EDC Budget, forwarded to the Seabrook City Council. The Board finds that the above list has been published as required for public comment by Section 505.160(a) Texas Local Government Code, beginning in Fiscal Year 2016-17, and constitutes a continuing project to the extent it is funded in any particular fiscal year.

Section 4. That following approval of the budget by the Board of Directors, the Seabrook City Council, and publication of the statutory notice identifying projects, that expenditures for those projects identified in Section 1 be thereafter approved and allocated subject to the budget line item cap by the Board of Directors, without further budget amendment or approval by the Board of Directors and City Council.

PASSED, APPROVED AND ADOPTED THIS 12th DAY OF MAY, 2016.

SEABROOK ECONOMIC DEVELOPMENT
CORPORATION



Paul Dunphey
President

ATTEST:



Ernie Davis
Secretary

ACTION ITEM CHECK LIST STATUS

#	STATUS	DATE ASSIGNED	NEXT REVIEW DATE	PROPOSED CLOSURE DATE	RESPONSIBLE ORGANIZATION	City Council RESPONSIBILITY	PLANNING OBJECTIVE #	AGENDA ITEM NUMBER	DESCRIPTION OF ACTION ITEM	STATUS AND DATE
23	OPEN/IN WORK	11/4/2014			Mayor/ City Mgr.			5.1	Provide periodic updates on TxDOT's progress to improve/widen SH 146.	
30	OPEN/IN WORK	11/18/2014			Staff			4.2	Provide periodic updates of Strategic Plan	
32	OPEN/IN WORK	2/17/2015			Staff			6.1	Provide periodic project updates	

June 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
			1	2 Open Space & Trails 5:00pm	3	4
5	6	7 Pelican Bay Opening Special Council meeting 6:00pm Regular Council meeting 7:00pm	8	9 EDC 7:00pm	10	11
12	13	14 Swim Lessons First Session	15	16 P&Z 7:00pm	17	18
19 Father's Day	20	21 Special Council Meeting 6:00pm Regular Council Meeting 7:00pm	22 Texas Outlaw Challenge	23 Texas Outlaw Challenge	24 Texas Outlaw Challenge	25 Texas Outlaw Challenge
26 Texas Outlaw Challenge	27 Joint meeting on Comprehensive Master Plan 7:00pm	28	29	30		

July 2016

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 4th of July Kids' Parade City Offices Closed	5 Regular Council Meeting 7:00pm	6	7 Open Space & Trails 5:00pm	8	9
10	11 Budget review meeting 6:00pm	12 Swim Lessons Second Session Budget review meeting, if needed 6:00pm	13 Budget review meeting, if needed 6:00pm	14 EDC 7:00pm	15	16 Swim n Movie night—Goonies
17	18	19 Regular Council Meeting 7:00pm	20	21 P&Z 7:00pm	22	23
24	25	26	27	28	29	30
31						